



# County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

February 17, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

## **COMMUNICATION SITE LICENSES STATE OF CALIFORNIA AND COUNTY OF VENTURA AT CASTRO PEAK, MALIBU (THIRD DISTRICT) 3 VOTES**

### **SUBJECT:**

The recommendations are for an amendment of an existing communication site license with the State of California, a new communication site license with the County of Ventura, and consent to a third-party sublicense of the County of Los Angeles owned and operated Castro Peak Communication Site located at 928 Latigo Canyon Road, Malibu (Castro Peak).

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman to sign Amendment No. 1 to the existing Communication Site License L-71733 with the State of California (State) reducing the size of the licensed area from approximately 3,800 square feet to approximately 1,335 square feet to accommodate a proposal for the installation of new communication facilities by the County of Ventura (Ventura).
2. Approve and instruct the Chairman to sign a new communication site license with Ventura for the sole use of approximately 228 square feet of land to install a communication shelter, no larger than 100 square feet in size, for a term to run concurrent with the State's License L-71733, which is scheduled to expire on August 17, 2018.

*"To Enrich Lives Through Effective And Caring Service"*

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Intra-County Correspondence Sent Electronically Only***

3. Approve, instruct, and authorize the Chief Executive Office (CEO) to sign the County's consent to the Communication Tower Sublicense agreement (Sublicense) between the State and Ventura, wherein the Sublicense is intended to fulfill those parties' fully executed Memorandum of Understanding (MOU) allowing the State and Ventura to jointly operate communication equipment on approximately 1,000 square feet of land at the Castro Peak Communication site, which land was originally licensed by the County to the State, said Sublicense to be subject to the terms of and to concurrently expire with the Amendment No. 1 to L-71733 on August 17, 2018.
4. Make a finding that (a) the execution of Amendment No. 1 to the existing Communication Site License L-71733 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 and Class 1, subsection (r) of the County's Environmental Document Reporting Procedures (Existing Facilities) and (b) the granting of the new communication site license to Ventura is categorically exempt under CEQA pursuant to CEQA Guidelines Section 15303 and Class 3, subsection (d) of the County's Environmental Document Reporting Procedures and Guidelines (New Construction or Conversion of Small Structures).

#### **PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to allow Ventura and the State to further their missions to improve their public safety communications systems by co-locating at Castro Peak and establishing a reciprocal relationship through a Memorandum of Understanding (MOU) for land use, sharing of facilities and power sources. As information, a portion of the Castro Peak site was licensed to the State by your Board on August 18, 1998, when it granted the twenty-year License L-71733. The State installed its own communication shelter and tower as part of a regional redesigned system, which provides critical coverage for a communication system utilized by the California Highway Patrol and other State agencies.

The Board's approval of the proposed actions will further the prospect of providing future interoperability communication capabilities between Ventura, the State and the County, resulting in the opportunity to enhance coordination among multi-agency emergency and law enforcement responders, who protect the public during large scale fires, floods, and civil disturbances.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The proposed recommendations will further the Board-approved County Strategic Plan Goal 1 (Service Excellence) that will demonstrate interagency cooperation and goodwill and provide the public with quality service that is beneficial and responsive.

### **FISCAL IMPACTS / FINANCING**

All related project costs associated with the proposed Amendment No.1 and the new license agreement will be absorbed by Ventura and/or the State. It is anticipated that the County will receive a combined annual land use fee of \$16,680 from Ventura and the State, which will be annually adjusted at 3 percent for inflation, if the proposed recommendations are approved.

### **FACTS AND PROVISIONS / LEGAL REQUIREMENTS**

Castro Peak is a multi-County department communication user site under the proprietorship of the Internal Services Department (ISD), which manages the property and the telecommunication facilities located there on behalf of the County. ISD was instrumental in providing a technical review and evaluation of Ventura's proposal and concurred with the intended co-located use. Ventura, as part of its contractual obligations within the proposed license, will obtain all required jurisdictional approvals, prior to the installation of site improvements and the prefabricated shelter. The State, as required by the executed MOU between the parties, State and Ventura, will provide Ventura with tower space for the installation of microwave and panel antennas and provide shared use of other ancillary equipment and land required for the co-located operations.

County Counsel has reviewed and approved as to form the attached license being presented for your Board's approval.

### **IMPACTS ON CURRENT SERVICES (OR PROJECTS)**

The recommended actions will not impact or adversely affect any current services or future projects.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are categorically exempt under CEQA as outlined previously in recommendation number 4.

Honorable Board of Supervisors  
February 17, 2009  
Page 4

**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, send conformed copies of the Board letter, the executed Amendment No.1 with the State and the executed license with Ventura to the State of California, Department of General Services, Real Properties Services Section, 707 Third Street, 5th Floor, M S West Sacramento, CA 95605, Attention Beth Blair, Senior Real Estate Officer; and to the County of Ventura, Department of Information Services, 11201-D River Bank Drive, Ventura, California, 93004, Attention Mr. Scott Allison, Wireless Chief; and to the offices of County Counsel, Auditor-Controller, Internal Services Department, and Chief Executive Office, Real Estate Division.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DL:JSE  
CM:EJ:kb

Attachments

c: County Counsel  
Auditor-Controller  
Internal Services Department

CastroPeakCommSite.BL

CASTRO PEAK COMMUNICATION SITE  
PROPOSED AMENDMENT NO. 1 TO L-71733

**AMENDMENT NO.1 TO COMMUNICATIONS SITE LICENSE NO. L-71733**

Amendment No.1 to Communications Site License No. L-71733 ("Amendment No. 1") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009,

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**, a body corporate and politic ("County")

**AND**

**STATE OF CALIFORNIA**, ("State").

**RECITALS:**

**WHEREAS**, County and State entered into a Communications Site License dated August 18, 1998 ("License"), attached hereto as Exhibit A and incorporated herein by this reference, for the sole use of a portion of land and improvements at the Castro Peak Communication Site located at 928 Latigo Canyon Boulevard, Malibu, California 90265 ("Site"); and

**WHEREAS**, County of Ventura, a body corporate and politic ("Ventura"), has entered into a Memorandum of Understanding (MOU) with State dated November 17, 2008 attached hereto as Exhibit B and incorporated herein by this reference ("MOU"), to co-locate electronic communication equipment and establish a reciprocal relationship for land use, occupancy, sharing of facilities and power sources, certain real property and personal property at the Site; and

**WHEREAS**, in connection with the MOU, Ventura is entering into a separate communications site license with County concerning the sole and shared use of the Site; and

**WHEREAS**, County and State are desirous to amend the License in certain respects, stated below;

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the rents, covenants, and agreements herein contained, County and State hereby agree as follows:

1. "Chief Administrative Office" is hereby deleted wherever it appears in the License and is substituted with "Chief Executive Office"

2. Paragraph – 1. **PREMISES** is hereby deleted in its entirety and the following is hereby substituted:

1. Licensed Area: County hereby licenses to State and State hereby hires and accepts from County on the terms and conditions hereinafter set forth: (a) approximately 1335 gross square feet for State's sole use, and (b) 1000 gross square feet shared use of land

licensed by County to Ventura for joint communication operations at the Site, as shown on Exhibit "C" attached hereto and incorporated herein by this reference.

All references in the License to "Premises" are hereby replaced with the term "Licensed Area."

3. Paragraph – 3. **TERM** Section 3 of the License is hereby deleted in its entirety and the following is hereby substituted:

3. Term:

3.01 The term of the License shall be for a period commencing upon execution of this Amendment No. 1 by the County (the "Commencement Date") and ending August 18, 2018.

3.02 Either party shall have the option of terminating this License at any time upon giving the other party notice in writing at least 180 days in advance of such termination.

3.03 State agrees to further amendment of subject amendment No. 1 upon notice of termination of the occupancy License entered into between County and the County of Ventura involving the shared use of space at the same premise. Licensee will be responsible for either solely use the space or equipments shared with the County of Ventura as described in MOU or ensure the disposal of any shared equipment that will not be useful for Licensee's operation.

3.04 State agrees to notify County immediately in the event of the termination or amendment of the MOU.

4. Paragraph – 4. **CONSIDERATION** Exhibit B to the License (referenced in Section 4.01 thereof) is hereby replaced by the following table:

year	Monthly License Fee	Yearly License Fee
1	\$800	\$9,600
2	\$824	\$9,888
3	\$849	\$10,185
4	\$874	\$10,490
5	\$900	\$10,805
6	\$927	\$11,129
7	\$955	\$11,463
8	\$984	\$11,807
9	\$1,013	\$12,161
10	\$1,044	

All references in the License to "rent" are hereby replaced with the term "License Fee."

5. Paragraph – 15. **NOTICES:** Section 15 of the License is hereby deleted in its entirety and the following is hereby substituted:

Notices desired or required to be given by this License or by any law now in effect may be given by enclosing the same in a sealed envelope, certified mail – return receipt requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to State as follows, or such other place in California as may hereinafter be designated in writing by State.

State of California  
Department of General Services  
Real Estate Services Division  
Lease Management, D 1398-001  
707 Third Street, 5<sup>th</sup> Floor  
West Sacramento, CA 95605-2811  
Telephone: (916) 375-4171  
Facsimile: (916) 375-4173

With a copy to each of followings :

State Department of General Services  
Attn: Telecommunications Site Management  
601 Sequoia Pacific Boulevard  
Sacramento, CA 95814-0282  
Telephone: (916) 657-9327  
Facsimile: (916) 657-9233

California Highway Patrol  
Office of Administrative Services  
Telecommunications Section  
P.O. Box 942898  
Sacramento CA 94298-0001  
Telephone: (916) 375-2901  
Facsimile: (916) 375-2906

In all notices and correspondence, County shall reference the licensee agency, the address of the license area, and the STATE'S File # \_\_\_\_\_. All notices of change of address, telephone or fax number shall be given by written notice in the manner described in this Paragraph.

All notices, certificate of self-insurance and envelopes containing the same to County shall be addressed to Chief Executive Office, 222 South Hill Street, 3<sup>rd</sup> Floor, Los Angeles, California



90012, or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

6. Except as otherwise set forth herein, all of the terms and conditions contained in the License shall remain in full force and effect. In the event of a conflict between the License and Amendment No. 1, the terms of Amendment No. 1 shall control.

7. All undefined terms when used herein shall have the same respective meanings as are given under the License unless expressly provided otherwise in Amendment No. 1.

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ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 11/11/01 BY  
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[illegible]

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License Amendment No. 1 to be executed on its behalf by the Chairman of said Board, the day, month and year first above written.

**STATE OF CALIFORNIA**

  
By- MICHAEL BUTLER, Asst. Chief  
Real Properties Services Section  
Department of General Services

Recommended by

  
BETH BLAIR  
Senior Real Estate Officer  
Real Properties Services Section  
Department of General Services

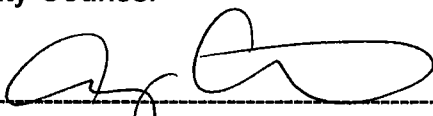
**ATTEST: COUNTY OF LOS ANGELES**

SACHI A. HAMAI  
Executive Officer-Clerk of the  
Board of Supervisor of the  
County of Los Angeles

By: \_\_\_\_\_ By: \_\_\_\_\_  
Deputy Chairman, Board of Supervisors

**APPROVED AS TO FORM:**

RAYMOND G. FORTNER, JR.  
County Counsel

By:   
Amy M. Caves  
Deputy County Counsel

CASTRO PEAK COMMUNICATION SITE  
AMENDMENT NO. 1 TO L-71733

***SUMMARY OF ALL EXHIBITS***

Exhibit A  
ORIGINAL LICENSE 71733

Exhibit B  
MEMORANDUM OF UNDERSTANDING – COMMUNICATION SITES  
STATE OF CALIFORNIA VS COUNTY OF VENTURA

Exhibit C  
PROPOSED LICENSE AREA – DETAILED PLAN

## COMMUNICATIONS SITE LICENSE

EXHIBIT A - ORIGINAL  
STATE LICENSE

THIS LICENSE AGREEMENT, made and entered into in duplicate original this 18<sup>th</sup> day of August, 1998,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, herein-after referred to as "County";

AND

STATE OF CALIFORNIA, hereinafter referred to as "State";

## W I T N E S S E T H:

WHEREAS, County owns a number of public buildings and improved lands within which the work of County government is performed; and

WHEREAS, State is desirous of using a portion of said real property and improvements thereon; and

WHEREAS, State is willing to exercise the grant of such a license in accordance with the terms and conditions prescribed therefor; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. **PREMISES:** County hereby licenses to State and State hereby hires and rents from County on the terms and conditions hereinafter set forth, 3,800 gross square feet of land at Castro Peak Communications Site, 928 Latigo Canyon Road, Malibu in the County of Los Angeles, as shown on Exhibit "A".

2. **PURPOSE:** The sole purpose of this License is to allow State to operate and maintain communications system(s), as shown on Exhibit "B", at a multi-user communications site and for no other purpose.

3. **TERM:** The term of this License shall be for a period of twenty years commencing on upon full execution of this agreement and end twenty (20) years thereafter.

4. **CONSIDERATION:**

4.01 State shall pay the monthly rent specified in Exhibit "B" for its use under this License.

4.02 Rental payments shall be made in arrears on the last day of the month for each and every month of the term hereof, and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor Controller, Administrative Services, Room 514, 500 West Temple Street, Los Angeles, CA 90012, Attn: Franchise/Concessions Section. Note: Please include in the Payment Identification Data Section on your check stub, the License number and site name and address.

5. **ALTERATIONS, IMPROVEMENTS AND MAINTENANCE:**

5.01 State acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. State accepts the Premises in their present physical condition and agrees to make no demands upon County for any repair, improvement or alteration thereof.

  
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5.02 State shall make no renovations, alterations or improvements to the Premises other than to erect, maintain and operate said radio communications equipment in accordance with plans and specifications to be submitted by State, provided written approval is first obtained from the Chief Administrative Office. Upon approval, said plans and specifications shall be fully incorporated into this agreement by reference thereto.

6. **INSTALLATION:** State shall install its equipment at its own expense and risk as approved by County and such installation shall not conflict with any other user's equipment, transmission or reception. State shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. State shall not alter, modify, or in any way change County's property without first receiving written permission. All equipment of State shall be clearly identified with State's name, address, telephone number, F.C.C. license and frequencies in use. Such identification shall be attached to State's equipment in plain view. State shall not alter or replace equipment without first receiving written permission from the County.

7. **OPERATIONAL RESPONSIBILITIES:** State shall:

(a) Comply with and abide by all applicable rules, regulations and directions of County.

(b) At all times hold a valid F.C.C. license for the permitted use and shall comply with all applicable City and County ordinances and all State and Federal laws, and in the course thereof; obtain and keep in effect all permits and licenses required to conduct the permitted activities on the Premises.

(c) Conduct the permitted activities in a courteous and non-profane manner, operate without interfering with the use of the facilities by County or the public, except as herein permitted, and remove any agent, servant or employee who fails to conduct permitted activities in the manner heretofore described.

(d) Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to State that are installed or placed within the area occupied.

(e) Repair or replace any and all County property lost, damaged, or destroyed as a result of or connected with the conduct of activities by the State. Should State fail to promptly make repairs, County may have repairs made and State shall pay cost.

(f) Maintain the Premises to the satisfaction of County. This shall include immediate removal of all rubbish and debris placed on the Premises by State in order that the Premises be kept neat and clean and ready for normal use by County and other users. Should State fail to accomplish this, County may perform the work and State shall pay the cost.

(g) Upon expiration, cancellation or termination of this License for any reason, State shall remove, at no cost to County, any and all equipment and improvements of the State and restore the entire Premises to its condition prior to the execution of this License, except, however, County may approve, in writing, any deviation from this requirement.

8. **INTERFERENCE:** State shall not use the premises in any way which interferes with the use of the Premises by County or County's agents, invitees or other State's on the Premises. State shall be responsible for electromagnetic compatibility of the State's equipment with existing and future equipment at the site. State shall conform to Internal Services Department Facilities Standard STD-140 Radio Site Management including the requirement for submitting radio system installation plans for approval. County



shall not be liable for any potential or actual electronics conflict. In the event any interference to County Sheriff or Fire Department, CWIRS, Paramedic or LANet systems, or any future systems, is caused by State's equipment or operations, State shall be immediately notified of such interference and such equipment or operations shall be shut down immediately and State hereby authorizes County to cause such shutdown until such interference is eliminated by State. In the event that State must terminate its entire operation at the Premise than State may resume operation, under the same terms and conditions of this License, once the interference has been eliminated.

9. **ACCESS ROAD:** County hereby grants to State a nonexclusive right to use, at its sole risk, during the term of this License, the access road which serves the Premises. State acknowledges that the access road is in poor condition and that County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage, as a result of any negligent or non negligent acts pertaining to the use of the access road. Said right shall be given only to State's approved representative upon evidence of such approval being presented to County.

10. **POWER:** Electrical power, including auxiliary power is available to the Premises. County, however, is not liable for any failure, interruption or disturbance in the power supply.

11. **TELEPHONE:** Telephone service is available at the Premises and any connection or use of such service shall be at State's sole cost and expense.

12. **INSURANCE:** The State of California has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program. The State Attorney General administers the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management administers the motor vehicle liability program. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop though carrying out official activities, including state official operations on non-state owned property. Should any claim arise by reason of such operations or under an official contract or license agreement, they should be referred to the Attorney General, State of California, Tort Liability Section, 1300 I Street, Suite 1101, P.O. Box 944255, Sacramento, CA 94244-2550

The State of California has entered into a Master Agreement with the State Compensation Insurance Fund to administer workers compensation benefits for all state employees, as required by the labor code.

13. **INDEMNIFICATION:** State agrees to indemnify, defend, and save harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage, including damage to County property arising from or connected with State's operations or its services hereunder, including any Workers' Compensation suits, liability, or expense arising from or connected with services performed by or on behalf of State by any person pursuant to this License.

County agrees to indemnify, defend, and save harmless State, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage, including damage to State property arising from or connected with County's operations or its services hereunder, including any Workers' Compensation suits, liability, or expense

arising from or connected with services performed by or on behalf of County by any person pursuant to this License.

14. **LIABILITY:** County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage, as a result of any failure, interruption or disturbance to State's radio transmission, arising from County-inflicted accidental damages to the State's equipment. County shall reimburse any expense reasonably incurred by State for such damages to the equipment but the County shall not be liable to State for any interruption or termination of operation/business on the Premises.

15. **NOTICES:** Notices desired or required to be given by this License or by any law now in effect may be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to State as follows:

Department of General Services  
Office of Real Estate and Design Services  
400 R Street, Suite 5000  
Sacramento, CA 95814,

with a courtesy copy to:

Department of General Services  
Telecommunications Section  
Sequoia Pacific Boulevard  
Sacramento, CA 95814

or such other place in California as may hereinafter be designated in writing by State. The notices, certificate of self-insurance and envelope containing the same to County shall be addressed to Chief Administrative Office, Leasing and Space Management Division, 550 South Vermont Avenue, 10th floor, Los Angeles, California 90020, Attn: Director, Real Estate.

16. **EQUIPMENT REMOVAL:** State shall remove all of its personal and real property and restore the Premises to its original condition within sixty (60) days of any expiration, termination or cancellation of this License. If State does not remove all of its equipment and improvements within sixty (60) days pursuant to Paragraphs 7 and 16, County may, but shall not be required to, remove State's equipment at State's expense. State shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for an removal or personal or real property. County shall incur no liability for any damage to State's equipment during removal or storage. If State does not claim its equipment within thirty (30) days of the expiration, termination or cancellation of this License such equipment shall become the property of County.

17. **INDEPENDENT STATUS:** This License is by and between County and State and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and State. State understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with services performed on behalf of State pursuant to this License

18. **EMPLOYEES:** All references to the "State" in this License are deemed to include the employees, agents, assigns, contractors and anyone else involved in any manner in exercise of the rights herein given to the undersigned State.

  
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19. **ASSIGNMENT:** This License is personal to State, and in the event State shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

20. **CANCELLATION:** On or after March 31, 2003, County reserves the right to cancel this License upon giving a one hundred eighty (180) days prior written notice to State without incurring any liability by the County whatsoever. On or after March 31, 2003, State reserve the right to cancel this agreement upon giving a one hundred eighty (180) days prior written notice to County.

21. **HAZARDOUS Definition:** For purposes of this Agreement, the **MATERIALS:** term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316 as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

**Warranties and Representations:**

State hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Premises.

**Notice:**

County and State agree to immediately notify each other when either party learns that hazardous substances have been released on the Premises or, if a multi-tenant property, on the subject property.

**Indemnity:**

1. County agrees to indemnify, defend and save State, its agents, officers and employees from or against all liability, expenses (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of hazardous substances on the Premises which has been caused by County.
2. State agrees to indemnify, defend and save harmless County from and against all liability, expenses (including defense costs, legal fees and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of hazardous substances on the Premises caused by State.
3. The indemnity provided each party by this provision shall survive the termination of this License.

**Default:**

Should the presence or release of hazardous substances on the Premises and/or subject property be discovered, which is not caused by County and which threatens the health and safety of County's agents, officers, employees or invitees, as determined by County's sole discretion, shall entitle County to immediately terminate this License. In the event of such termination, State shall not be obligated for any further rental and County shall refund any unearned rent paid in arrears by State calculated at a daily rate based on the regular monthly rental.





Operating Costs:

Costs incurred by State as a result of the presence or release of hazardous substances on the Premises and/or subject property which is not caused by County are extraordinary costs not considered normal operating expenses and shall not be passed through to County as part of its obligation, if any, to pay operating expenses.

  
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IN WITNESS WHEREOF, the State executed this License or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this License to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month, and year first above written.

**ATTEST:**

JOANNE STURGES  
Executive Officer-Clerk  
of the Board of Supervisors



**COUNTY:**

COUNTY OF LOS ANGELES

By [Signature]  
Deputy:

PER ITEM

By [Signature]  
Chair, Board of Supervisors

**APPROVED AS TO FORM:**

OFFICE OF THE COUNTY COUNSEL

By [Signature]  
Deputy: Francis E. Scott

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**STATE:**

12

AUG 18 1998

STATE OF CALIFORNIA  
Department of General Services  
Office of Real Estate and  
Design Services

[Signature]  
JOANNE STURGES  
EXECUTIVE OFFICER

[Signature]  
By: Bernice Lawrence  
Real Estate Officer

Date: 8/5/98

**APPROVED:**

DIRECTOR OF THE DEPARTMENT OF  
GENERAL SERVICES

[Signature]  
By: Cheryl Allen  
Senior Real Estate Officer

Date: 8-5-98

8/3/98  
(SDCASP.K.1c)



EXHIBIT "B"

<u>Months</u>	<u>Rent</u>
1-12	\$630.00
13-24	\$643.00
25-36	\$656.00
37-48	\$669.00
49-60	\$682.00
61-72	\$696.00
73-84	\$710.00
85-96	\$724.00
97-108	\$738.00
109-120	\$753.00
121-132	\$779.00
133-144	\$806.00
145-156	\$834.00
157-168	\$863.00
169-180	\$893.00
181-192	\$924.00
193-204	\$956.00
205-216	\$989.00
217-228	\$1,024.00
229-240	\$1,060.00

revised 4/12/99 - CASTRO PEAK

Initials  
By  
S. Ok

EXHIBIT "B"

Months	Rent
1-12	\$630.00
13-24	\$643.00
25-36	\$655.00
37-48	\$669.00
49-60	\$682.00
61-72	\$696.00
73-84	\$709.00
85-96	\$724.00
97-108	\$738.00
109-120	\$753.00
121-132	\$779.00
133-144	\$807.00
145-156	\$835.00
157-168	\$864.00
169-180	\$926.00
181-192	\$958.00
193-204	\$991.00
204-216	\$1,026.00
217-228	\$1,062.00
229-240	\$1,099.00

Revised rental  
schedule (ex "B")  
was attached to  
original doc per  
the concurrence of  
the State of Ca

  
INITIAL

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
STATE OF CALIFORNIA AND THE COUNTY OF VENTURA**

**Exhibit B: MOU**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the State of California, hereinafter referred to as "State", the County of Ventura, hereinafter referred to as "County".

**A. PURPOSE:**

The purpose of this MOU is for the State and County to further their missions by co-locating electronic communication equipment and establishing a reciprocal relationship for land use, occupancy, sharing of facilities and power sources, certain real property and personal property at three communications facilities for which State could charge the County, and which the County could charge the State associated rental fees for use of facilities and equipment or the cost of providing services at West Torrey Hill Communications Facility, Sisar Peak Communications Facility and Castro Peak Communications Facility (the "Site(s)"). The MOU is contingent upon approval of a Lessor or land owner at each Site, as evidenced by a separate Lease between each Lessor/land owner, State and County.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The State and County have complementary missions and overlapping jurisdictions to serve the public, provide essential communications, and provide for security of the equipment at their Sites. In carrying out their missions, the State and County would like to use each other's property or services for which each may charge a fee for additional parties to use facilities, equipment or services.

The State and County agree that it is mutually beneficial and in the public interest to share facilities and power sources, save administrative costs and facilitate their complementary missions. Moreover, the agreement to waive the collection of some rents and share in site management reflects the collaborative working relationship desired by the State and County.

In consideration of the above premises, the parties resolve:

**C. THE STATE SHALL FACILITATE SHARING OF RESOURCES BY  
COMMITTING TO THE FOLLOWING:**

**1. By State at State's expense, ALL 3 SITES:**

Return part of leased premises to property owner to provide space at the CHP communications site to locate a County vault.

**2. By State at State's expense at CASTRO PEAK:**

Provide to County emergency power from the output of CHP's automatic transfer switch.

Provide tower space to County.

Provide power generation from CHP-installed generator.

3. By State at State's expense at WEST TORREY PEAK:

Provide State's tower for use by County.

4. By State at State's expense at SISAR PEAK:

Allow County to move State's solar panel structure and generator for ground area to be used by Property Owner and Ventura County.

Purchase and maintain its own batteries and solar panels for backup power.

**D. THE COUNTY SHALL FACILITATE SHARING OF RESOURCES BY COMMITTING TO THE FOLLOWING:**

1. By County at County's expense, ALL 3 SITES:

Prepare and pay for County's plans, Working Drawings, construction and and federal and local fees and environmental impact documents required for proposed site changes.

Obtain State's written approval by a State-approved COM 311 application or other form of CHP- written approval as needed, prior to initial installation or replacement of radios, equipment or antennae.

Install and Maintain a separate electrical meter for County's equipment. Exception: Sisar is a solar operated site, and County/State will maintain their own solar panels.

Install interoperability conduits for mutual aid between buildings.

Move the State's equipment or facilities where required by County's approved plan.

Pick up and remove CHP equipment taken down for County's move-in (including towers and solar structure).

Construct to specifications satisfactory to the Land Owner, install, and maintain a prefabricated 8-foot x 12-foot communications shelter.

2. By County at County's expense, CASTRO PEAK:

Obtain Coastal Commission approval (accomplished 4/9/08).

Obtain Los Angeles County Building permit and OSHA clearance (accomplished x/x/08).  
Install County antennae on CHP tower per approved TD-311 Application.

Obtain emergency power from the output of CHP's automatic transfer switch.

Replace existing propane tank with a 1,000-gallon propane tank with individual controls, which specifications to be prior approved by DGS Telecomm. Maintain/fill county-installed propane tank.

**3. By County at County's expense, SISAR PEAK:**

Enter into Lease with Land Owner and submit to STATE for consent as to content prior to signature by County.

Install a 50-foot tower.

Expand and maintain the current communications site fence (volunteer assistance appreciated) per USFS approval, to include County communication facilities adjacent to State fenced area.

Remove existing CHP solar structure and add a new structure over the CHP vault, with structures fully loaded and functional, with CHP's existing solar panels.

Move the State's propane tank to its new location within the Complex per plan (necessity pending).

Purchase, install, and maintain a new generator for all users with individual controls, which specifications to be prior approved by DGS Telecomm, to be maintained by County.

Maintain its own batteries for backup power.

Move the former Forest Service vault for use as a common ventilated building for site users batteries.

**4. By County at County's expense, WEST TORREY HILL:**

Enter into Lease with Land Owner and submit to STATE for consent as to content prior to signature by County.

Submit CEQA documents as required by the Land Owner or Lessor

Place a propane tank and a generator to service County only within fence boundaries, of a size and location acceptable to STATE and Land Owner.

Place thermo bond communication shelter at a location within the compound acceptable to STATE and Land Owner.

Retain current fence line.

Contract with Utility for separate power and meter to County building.

Install County equipment on CHP tower per approved TD-311 Application.

**E. IT IS MUTUALLY RESOLVED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:**



1. SUBLEASING SPACE. Sub-leasing of communication space and/or equipment by the State or County to other entities which are not a party to this MOU will be subject to Property Owner review and applicable laws, regulations and policies. The formula for sharing of expenses will change with each additional tenant, and shall be equitably divided among all site users.
2. NON-FUND OBLIGATING DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds, or transfer of anything of value between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by authorized representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.
3. MOU Compliance. As a condition of the MOU and pursuant to the requirements of the Land Owner, County and the Land Owner have entered into a Lease for each Site (the "Lease(s)"), governing County's use, occupancy, operation, management and ownership of real property and personal constructed by County at the three Sites. County and State agree to discuss provisions of the Lease in conflict with or which would frustrate compliance with the MOU in favor of the terms of the Lease.
4. TERMINATION. Either party may terminate this MOU in whole or in part, with 180-days advance written notice, at any time before the date of expiration by written notice to the other parties. Termination of this MOU for any reason shall also constitute termination of the County's Lease with the Land Owner. Termination of the County's Lease with the Land Owner shall also constitute termination of this MOU. If County terminates its Lease with the Land Owner, County shall concurrently give notice to terminate this MOU.
5. MODIFICATION. Changes within the scope of this instrument shall be made by the issuance of a bilaterally executed modification.
6. COMMENCEMENT / EXPIRATION. The Agreement is executed as of the date of last signature and is effective through September 30, 2039 at which time it will expire unless extended.
7. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU does not restrict the State, County or the Property Owner from participating in similar activities with other public or private, County, organizations, and individuals.
8. RESPONSIBILITIES OF PARTIES: The State and the County and their respective offices will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. Each party shall

purchase and maintain its own equipment and batteries. The parties shall contribute equitably to the expense for fuel for shared power, share equitably in the expense of site maintenance, make contributions for vandalism, wear and acts of nature for shared space. Parties shall share the expense of maintaining access, telephone and electrical lines together or as part of a larger site management group as required

9. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

County of Ventura Wireless Chief 11201-D River Bank Dr. Ventura, CA 93004 Phone 805-672-2022 Fax (805) 659-6998	<u>Mailing address:</u>  County of Ventura Wireless Div L#5040 800 S.Victoria Ave. Ventura Ca, 93009-0001
County of Los Angeles Chief Executive Office Real Estate Division 222 S Hill Street, Third Floor Los Angeles, CA 90012	Telephone, Main: (213) 974-4200 Fax: (213) 217-4968
California Highway Patrol, Telecommunications Systems Mgr. Program Support Unit Telecommunications Section P. O. Box 942898 Sacramento, California 94298-0001 Main Number (916) 375-2901 Facsimile Number (916) 375-2906 830 Riverside Parkway, Suite 50 West Sacramento, CA 95605 (916) 375-2901; Fax: (916) 375-2906	Department of General Services Real Estate Services Division Lease Management, D 3539-001 707 Third Street, 5th Floor West Sacramento, CA 95605-2811 (916) 375-4171; Fax: (916) 375-4173

10. LAWS OR REGULATIONS. Nothing in this MOU obligates either party to take any action contrary to Federal and State of California, County of Ventura, laws or regulations.

11. PROPERTY OWNERSHIP. Nothing in this MOU affects the ownership or title in any lands or property.

12. TERMINATION OR EXPIRATION OF LEASE – REMOVAL OF EQUIPMENT, VAULT AND TOWER. At the Expiration or sooner Termination of Lease of the County or State, whichever Lease is the first to terminate or expire, the leaving party's structures, improvements, wiring and equipment shall remain the property of that party. The leaving party shall remove any and all equipment, wiring and improvements constructed or placed upon in or under the Site or its appurtenances at that party's sole cost upon the Expiration of the term, or within ninety (90) days after the early termination of the term. The leaving party shall provide written notice to the

remaining party at least 180 days of the Lease expiration or early termination date (the "End Date"), including the sale price for shared property the leaving party desired to abandon at the Site. The leaving party shall restore the Site and appurtenances at its sole cost to the Site's condition prior to the execution of its Lease, except however, the remaining party may purchase abandoned real property or equipment. The leaving party shall present an offering price to which the remaining party shall, within 15 days, accept in writing, or counter with any deviation from the offering price. If the parties have not agreed upon a sale price within 60 days of the leaving party's End Date, the leaving party must remove all structures, improvements, equipment and wiring, within the periods given above as applicable. If the parties do not agree, and the leaving party's equipment or real property remains on the Site, the leaving party's equipment, wiring and improvements shall be considered abandoned and shall become the property of the remaining party, and the property may be sold, destroyed, or otherwise disposed of without any liability to the remaining party. The remaining party shall invoice the leaving party the cost of said removal.

13. COMPLETION DATE. Waiver of fees for this MOU will be effective from date of last signature through **September 30, 2039**, unless extended.

*The remainder of this page has intentionally been left blank.*

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date of last signature.

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES

*James S. Martin* 10/3/2008  
JAMES S. MARTIN, Acting Chief Date  
Real Property Services Section  
*Assistant Section Chief, R. P. S. S.*  
Consent:

CALIFORNIA HIGHWAY PATROL

*Lisa Paolini* 9/26/08  
LISA PAOLINI, Chief Date  
Office of Administrative Services

COUNTY OF VENTURA, , a political subdivision of the State of California

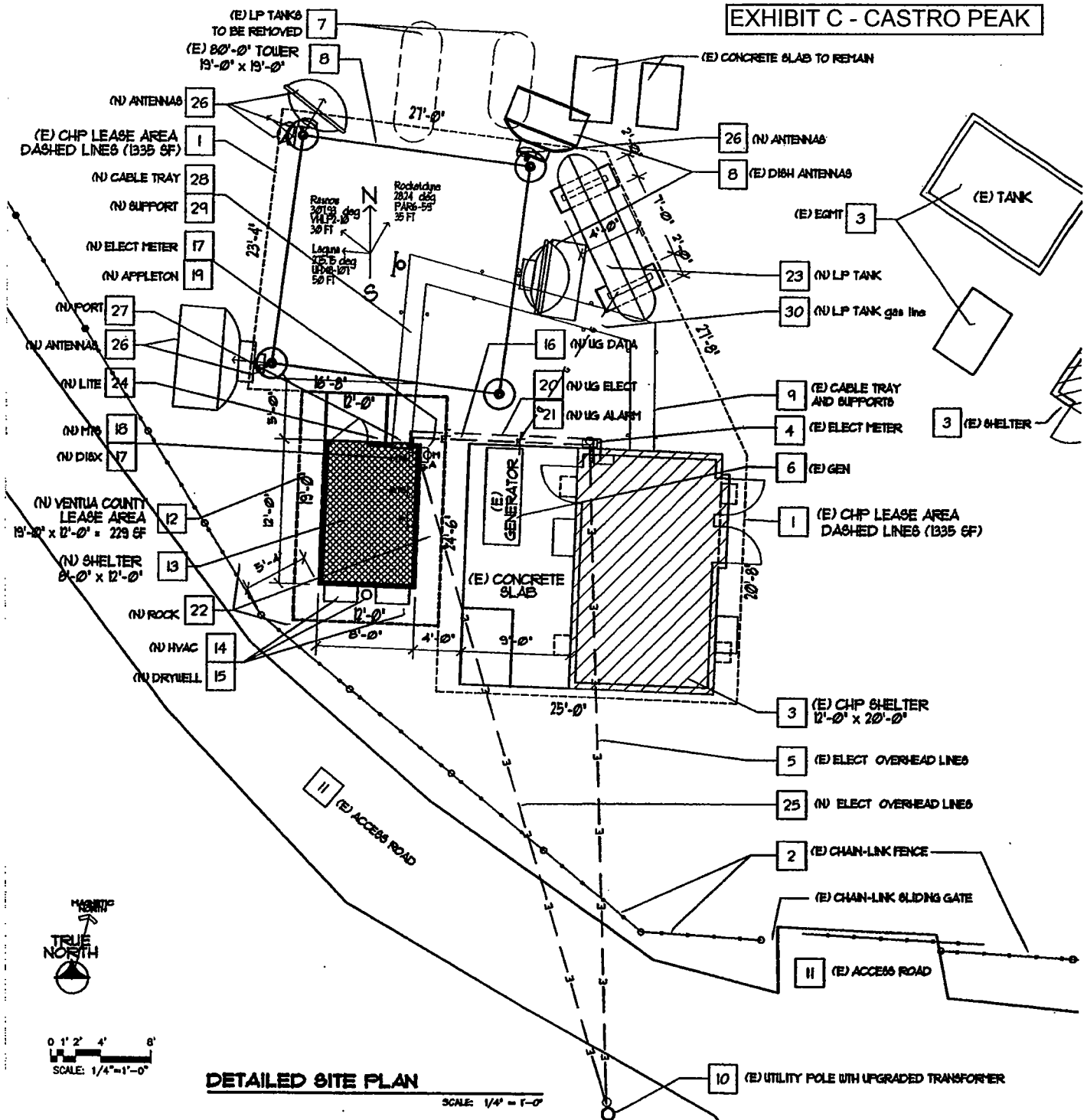
DEPARTMENT OF INFORMATION TECHNOLOGY

*Richard Jackson* 11/17/08  
RICHARD JACKSON, Date  
Chief Information Officer

*[Signature]* 11/4/08  
Chair, Board of Supervisors Date



EXHIBIT C - CASTRO PEAK



CASTRO PEAK COMMUNICATION SITE  
PROPOSED LICENSE TO VENTURA COUNTY

## COMMUNICATIONS SITE LICENSE

**THIS LICENSE AGREEMENT** (the "License"), is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 2009,

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "County,"

**AND**

**COUNTY OF VENTURA**, a body corporate and politic, hereinafter referred to as "Licensee."

**WHEREAS**, County owns a number of public buildings and improved lands within which the work of County government is performed;

**WHEREAS**, Licensee desires to use a portion of said real property and improvements thereon;

**WHEREAS**, Licensee is willing to accept the grant of such a License in accordance with the terms and conditions prescribed herein; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. **LICENSED AREA**

County hereby licenses to Licensee and Licensee hereby hires and accepts from County on the terms and conditions hereinafter set forth: (a) the sole use of approximately 228 gross square feet of land, and (b) the shared use of approximately 1000 gross square feet of land, both as described in Exhibit A1 attached hereto and incorporated herein by this reference, (collectively, the "Licensed Area"), located at 928 Latigo Canyon Road, Malibu CA 90265, County of Los Angeles, State of California (the "Site"), as shown on Exhibit A2 attached hereto and by this reference incorporated herein. The Licensed Area is also depicted on Exhibits D1 and D2 attached hereto and incorporated herein by this reference.

2. **PURPOSE**

2.01 The sole purpose of this License is to allow Licensee to use the Premises for the installation, maintenance, operation, repair and replacement of equipment and facilities necessary to operate a telecommunication system (the "Equipment") shared with the State of California in accordance with the Memorandum of Understanding dated \_\_\_\_\_ attached hereto as Exhibit B and incorporated herein by this reference and such other purposes as are related thereto, as summarized in Exhibit C (collectively, the "Permitted Activities").

2.02 Licensee has compiled two site layout plans, attached hereto as Exhibits D1 and D-2.

3. **TERM**

3.01 The term of this License shall commence upon execution of this License by the County and expire on August 18, 2018.

3.02 Either party shall have the option of terminating this License at any time upon giving the other party notice in writing at least 180 days in advance of such termination.

3.03 Licensee agrees that this License shall terminate immediately upon the termination of Communications Site License No. L-71733 between County and the State of California, which is attached hereto as Exhibit E and incorporated herein by this reference.

4. **CONSIDERATION**

4.01 Licensee shall pay monthly License Fee to the County for the use granted herein as follows:

Year	Monthly License Fee	Yearly License Fee
1	\$590	\$7,080
2	\$608	\$7,292
3	\$626	\$7,511
4	\$645	\$7,737
5	\$664	\$7,969
6	\$684	\$8,208
7	\$704	\$8,454
8	\$726	\$8,708
9	\$747	\$8,969
10	\$770	\$9,238
		<b>\$81,164</b>

4.02 Such payments shall be made in advance on the first day of each and every month of the term hereof, and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to:

**County of Los Angeles  
Auditor-Controller, Administrative Services,  
500 West Temple Street, Room 410  
Los Angeles, CA 90012  
Attn: Franchise/Concessions Section**

Licensee shall include, in the Payment Identification Data Section of its check stub, the License number and the Site or building name and address.



5. **PAYMENT ADJUSTMENT**

INTENTIONALLY OMITTED

6. **TAXES**

6.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

6.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

6.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

6.04 County reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

7. **ALTERATIONS, IMPROVEMENTS AND MAINTENANCE**

7.01 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any repair, improvement or alteration thereof.

7.02 Licensee shall make no renovations, alterations or improvements to the Licensed Area other than to install, maintain and operate the Equipment in accordance with the documentation attached hereto as Exhibit C, which documentation is to be submitted by Licensee to the County's Internal Services Department ("ISD") for written approval prior to the execution of this License.

7.03 County shall assume no liability relating to the removal or other disposition of any of Licensee's personal property placed on the Licensed Area or obligation to perform any environmental remediation pertaining to any of the Equipment or fuel holding facilities or other personal property, including without limitation propane tanks and lines.

## 8. INSTALLATION

8.01 Licensee shall install the Equipment at its own expense and risk as approved by County, and such installation shall not cause radio frequency interference with the transmission signals from the County of Los Angeles. Antennas shall be located and mounted on a communication tower owned by the State of California as outlined in Agreement L-71733 attached hereto as Exhibit E. Licensee shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Licensee shall not alter, modify, or in any way change County's property without first receiving County's written permission. All Equipment of Licensee shall be clearly identified with Licensee's name, address, telephone number, Federal Communications Commission (FCC) license and frequencies in use. Such identification shall be attached to Licensee's Equipment in plain view; Licensee shall not alter or replace Equipment without first receiving written permission from the County.

8.02 Licensee agrees that County may grant use of any unused portion of the Licensed Area to any third party to locate and install any communications transmitting equipment. Any third party granted rights by the County shall comply with all noninterference rules of the FCC.

## 9. OPERATIONAL RESPONSIBILITIES

9.01 Licensee shall:

(a) Comply with and abide by all applicable rules, regulations and directions of County. County hereby reserves its priority right to park vehicles in any parking spaces in the vicinity of the License Area as it may desire.

(b) At all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all permits and licenses required to engage in the Permitted Activities on the Licensed Area.

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the facilities by County or the public, except as herein permitted, and remove any agent, servant or employee who fails to conduct Permitted Activities in the manner heretofore described.

(d) Assume the risk of loss, damage or destruction to the Equipment and any and all fixtures and personal property belonging to Licensee that are installed or placed within the Licensed Area.

(e) Repair or replace any and all County property lost, damaged, or destroyed as a result of or connected with the activities of the Licensee. Should Licensee fail to promptly make such repairs, County may have repairs made and Licensee shall pay the cost thereof.

(f) Maintain the Licensed Area to the satisfaction of County to the conditions that existed at the commencement of this License, other than for ordinary wear and tear or damage or destruction by the acts of God beyond the control of Licensee. The Licensed Area shall be kept neat and clean by the Licensee and ready for normal use by County and other users. Should Licensee fail to accomplish this, County may perform the work and Licensee shall pay the cost thereof upon demand by County.

(g) Upon expiration, cancellation or termination of this License for any reason, Licensee shall remove, at no cost to County, any and all Equipment, personal property and improvements of the Licensee and restore the entire Licensed Area to its condition prior to the execution of this License, except, however, County may approve, in writing, any deviation from this requirement.

#### 10. **EMERGENCY ACCESS**

Licensee agrees to permit the County's authorized agents free access to the Licensed Area at all times for the purpose of inspection and/or for making emergency improvements or repairs to the Licensed Area or to interrupt or terminate Licensee's transmission(s) from the Licensed Area should Licensee be unable or unwilling to respond to County's request to take immediate remedial action to correct any deficiency which threatens County's operation on the Licensed Area. Licensee shall reimburse County, within thirty (30) days of receipt of County's written request for County's actual costs to correct any deficiency.

#### 11. **INTERFERENCE**

Licensee shall not use the Licensed Area in any way which interferes with the use of the Licensed Area by County or County's agents, invitees or other licensees who may occupy the Licensed Area or the Building or Site of which the Licensed Area is a part. Licensee shall be responsible for electromagnetic compatibility of the Licensee's Equipment with existing and future equipment at the site. Licensee shall conform to Internal Services Department Facilities Standard STD-140 Radio Site Management, including the requirement for submitting radio system installation plans for approval. County shall not be liable for any potential or actual electronics conflict. In the event any interference to County Sheriff or Fire Department, CWIRS, Paramedic or LANet systems, or any future systems, which is caused by Licensee's Equipment or operations, Licensee shall be immediately notified of such interference and such Equipment or operations shall be shut down immediately, and Licensee hereby authorizes County to cause such shutdown until such interference is eliminated by Licensee. In the event that Licensee must terminate its entire operation at the Licensed Area, Licensee may resume operation, under the same terms and conditions of this License, once the interference has been eliminated, as determined by the County in its sole discretion.

#### 12. **ACCESS**

(a) County hereby grants to Licensee and Licensee-approved contractors a

nonexclusive right to use, at its sole risk, during the term of this License, the access roads at Castro Peak Motor Way or Newton Canyon Motor Way which serve the Licensed Area (collectively, the "Access"). Licensee and its approved contractors acknowledge and accept the present condition of the Access, and understand that the Access involves several privately owned parcels where legal easements have not been secured. Licensee and its approved contractors further acknowledge and accept that County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage resulting from any negligent or non-negligent acts pertaining to the use of the Access to the Licensed Area by Licensee or anyone acting on its behalf. Said right to use the Access shall be given only to Licensee's approved representatives or contractors upon evidence of such approval being presented to County. Any County costs resulting from the coordination of emergency and/or weekend or non-business hours access requests will be paid by Licensee. Licensee and its approved contractors waive any and all claims against County for compensation, loss or damages caused by the County's inability to coordinate or accommodate such access requests. Licensee acknowledges that County cannot guarantee the use of the Access and that County assumes no liability for or arising from any lack of Access or defect in the Licensee's ability to use the Access.

(b) As Licensee and its contractors are sharing the Access along with County, State of California and the local residents, Licensee acknowledges and agrees that occasions may arise requiring Licensee to share in the cost of cleaning up of mudslide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall. Licensee hereby agrees to promptly pay its share of such clean-up or repair costs and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to Licensee by County with as little as 30 days notice. Notwithstanding the foregoing, the Licensee's financial burden pursuant to this Section 12(b) shall not exceed ten thousand dollars (\$10,000) per incidence.

(c) County acknowledges that Licensee intends to construct a shelter and install tank and communication equipment (all to be performed by a Licensee-approved contractor) during 2009 on the Licensed Area. County will make its best efforts to accommodate such construction upon Licensee's prior written notification of its proposed construction schedule (which schedule shall be subject to County's approval), and timely coordination of construction details with County. Licensee and its approved contractor understand and agree that construction access to the Site is not unlimited and will be conditioned at all times upon prior approval of County of the Construction schedule.

### 13. UTILITIES

Licensee shall, at its sole cost and expense, cause the installation of a separate meter or similar device to measure electrical consumption resulting from the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the Licensed Area. If such installation is not feasible, as determined by County, Licensee acknowledges and agrees that Licensee is nonetheless responsible for any and all costs of utilities used by Licensee. Licensee waives any and all claims

against County for compensation, loss or damages caused by a defect, deficiency, or impairment of any utility system or electrical/telephone apparatus or wires serving the Licensed Area.

14. **HOLD HARMLESS AND INDEMNIFICATION**

Licensee agrees to indemnify, defend, save and hold harmless County and its agents, officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected Licensee's operations, equipment and services performed or located on the Licensed Area or the Site, including without limitation any services performed on behalf of Licensee by any person, contractor or other agent pursuant to this License.

15. **INSURANCE**

Without limiting Licensee's obligations to County, Licensee shall provide and maintain, at its own expense during the term of this License, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to the County Risk Manager, shall be delivered to the CEO, Real Estate Division, on or before the effective date of this License. Such evidence shall specifically identify this License and shall contain express conditions that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the County of Los Angeles as an additional insured (except for the Workers' Compensation Insurance). Licensee may self-insure the insurance required under this License, but Licensee will require its contractors and subcontractors to provide commercial insurance as required in this Section, and any additional insurance required by Licensee of its contractor/subcontractor, shall name the County as an additional insured.

(A) **General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by County, shall name the County as an additional insured, and shall include, but not be limited to:

(1) Comprehensive general liability insurance endorsed for premises-operations, products/completed operations, contractual, broad form property damage, and personal injury with a combined single limit of not less than \$2,000,000 per occurrence.

(B) **Workers' Compensation.** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of Licensee and all risks to such persons under the License.

(C) Fire Legal Liability. A program in an amount of not less than \$50,000 with a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability.

16. **FAILURE TO PROCURE INSURANCE**

16.01 Failure on the part of Licensee to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which County may immediately terminate this License, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

16.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said insurance policies in full force and effect.

17. **LIABILITY**

County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage, resulting from any failure, interruption or disturbance to Licensee's Permitted Activities, which arises, in whole or in part, from County-inflicted damage to the Licensee's Equipment. County shall reimburse any expense reasonably incurred by Licensee for such damage to the Equipment but the County shall not be liable to Licensee for any interruption or termination of operation/business on the Licensed Area.

18. **NOTICES**

Notices desired or required to be given pursuant to this License or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to Licensee as follows:

**County of Ventura  
Information Technology Services Department  
11201-D River Bank Drive,  
Ventura, California 93004  
Attention: Scott Allison, Wireless Chief  
(805) 672-2022 (Public number)  
(805) 901-0448 (Cellular number)  
(805) 659-6998 (Facsimile number)**

or such other place in California as may hereinafter be designated in writing by Licensee. The notices and the certificate of insurance and envelopes containing the same, to the County shall be addressed as follows:

**County of Los Angeles  
Chief Administrative Office - Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90012  
Attention: William L. Dawson  
Deputy Director of Real Estate,  
Phone: (213) 974-3078  
Fax: (213) 217-4971**

**19. EQUIPMENT REMOVAL**

19.01 Licensee shall remove all of its personal and real property and restore the Licensed Area to its original condition on or before the expiration, termination, or cancellation of this License, unless this License is cancelled without proper notice prior to the expiration date provided herein, in which case Licensee shall remove all of its personal and real property and restore the Licensed Area to its original condition within thirty (30) days of the cancellation. If weather conditions or lack of access to the Licensed Area render the timely removal of Licensee's property impossible, then Licensee shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

19.02 If Licensee does not timely remove all of its equipment and improvements within the time provided in section 19.01 hereof, County may, but shall not be required to, remove Licensee's Equipment at Licensee's expense. Licensee shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for removal of personal or real property. County shall incur no liability for any damage to Licensee's Equipment during removal or storage. If Licensee does not claim its Equipment within thirty (30) days of the expiration, termination or cancellation of this License, such Equipment shall become the property of County.

**20. INDEPENDENT STATUS**

This License is by and between County and Licensee and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Licensee. Licensee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with services performed on behalf of Licensee pursuant to this License.

**21. EMPLOYEES**

All references to the "Licensee" in this License are deemed to include the

employees, agents, assigns, contractors and anyone else involved in any manner in exercise of the rights herein given to the undersigned Licensee.

22. **ASSIGNMENT**

This License is designated only to Licensee, and in the event Licensee shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

23. **DEFAULT**

Licensee agrees that if default shall be made in any of the terms or conditions herein contained, County may forthwith revoke and terminate this License.

24. **WAIVER**

24.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions thereof.

24.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

25. **HAZARDOUS MATERIALS**

Licensee hereby warrants and represents that it shall comply with all Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Licensed Area and the Building or Site of which the Licensed Area is part. For purposes of this License, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8, as it may be amended from time to time.

26. **LOBBYIST**

Licensee and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Licensee or any County lobbyist or County lobbying firm retained by Licensee



to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this License, upon which County may immediately terminate or suspend this License.

27. **ENFORCEMENT**

The Chief Executive Officer of the County shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

28. **DAMAGE OR DESTRUCTION**

Should the Licensed Area or the Building or Site of which the Licensed Area is a part be damaged by fire, incidents of war, earthquake, or other violent action of the elements, the County may terminate this License immediately, notwithstanding any other provision hereof.

29. **SOLICITATION OF CONSIDERATION**

29.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

29.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

30. **CONFLICT OF INTEREST**

No County employee whose position in County service enables him/her to influence obtaining or awarding any, lease license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

31. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

32. **SIGNATURE AUTHENTICITY CLAUSE**

Licensee hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

33. **INTERPRETATION**

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

34. **ENTIRE AGREEMENT**


This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

(Signature Page - following this page)

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

**LICENSEE:**

**COUNTY OF VENTURA**

By:    
Chair of the Board of Supervisors,  
County of Ventura

**ATTEST:**

**COUNTY OF LOS ANGELES**

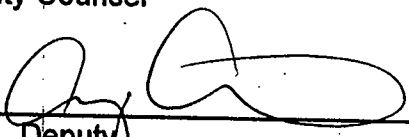
SACHI A. HAMAI  
Executive Officer-Clerk of the  
Board of Supervisor of the  
County of Los Angeles

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Chair, Board of Supervisors  
County of Los Angeles

**APPROVED AS TO FORM:**

RAYMOND G. FORTNER, JR.  
County Counsel

By:   
Deputy

CASTRO PEAK COMMUNICATION SITE  
LICENSE AGREEMENT  
FOR COUNTY OF VENTURA

***SUMMARY OF ALL EXHIBITS***

Exhibit A1  
COUNTY ASSESSOR'S MAP

Exhibit A2  
GIS MAP

Exhibit B  
MEMORANDUM OF UNDERSTANDING – COMMUNICATION SITES  
STATE OF CALIFORNIA AND COUNTY OF VENTURA

Exhibit C  
VENTURA COUNTY MICROWAVE PROPOSAL 1-29-2007

Exhibit D-1  
ENLARGED SITE PLAN

Exhibit D-2  
DETAILED SITE PLAN

Exhibit E  
COMMUNICATION SITE LICENSE 71733

4464 22

SCALE 1" = 400'  
800-13  
P.A. 4464-23

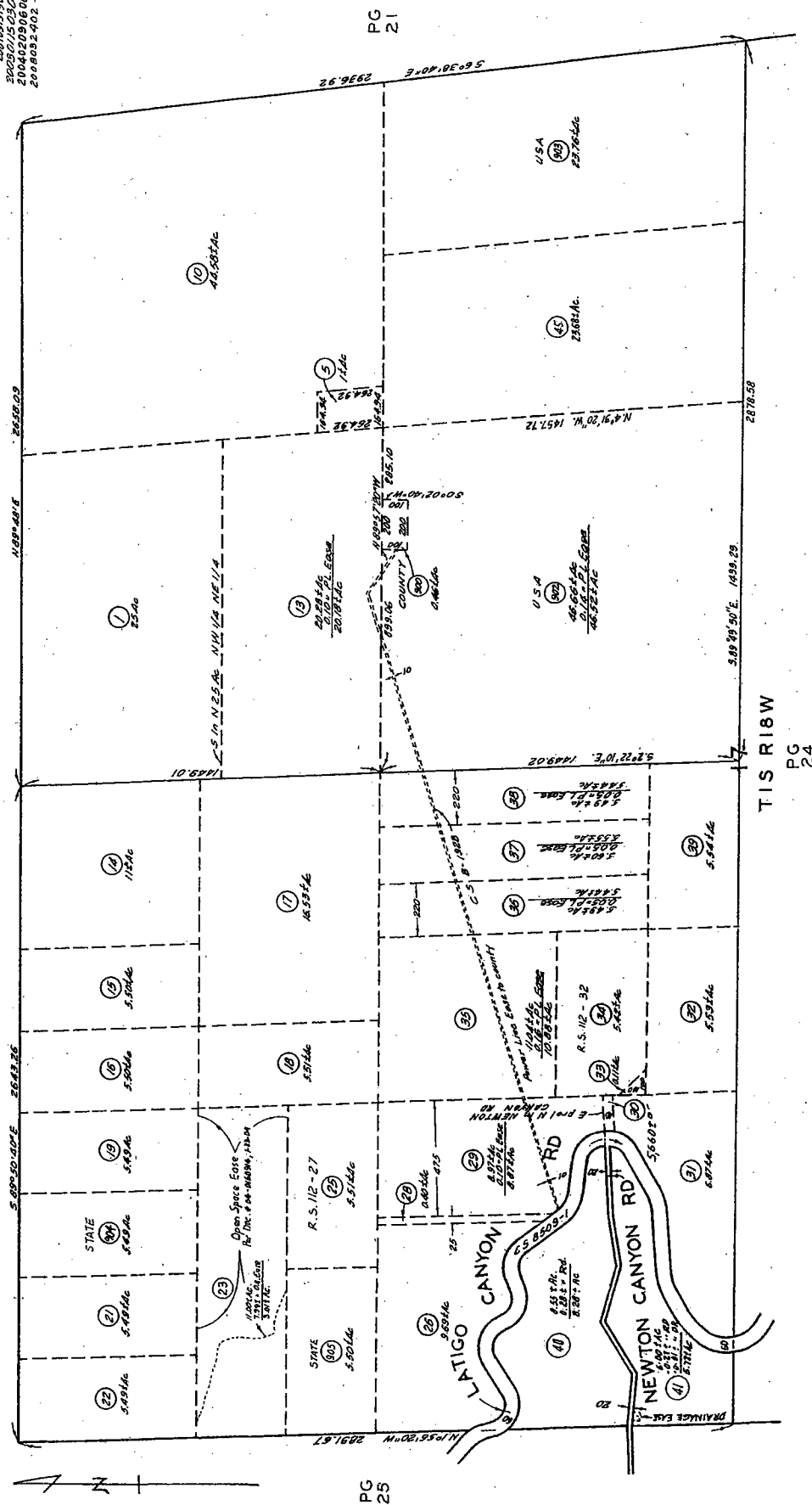
TRA 4955

OFFICE OF ASSESSOR  
COUNTY OF LOS ANGELES

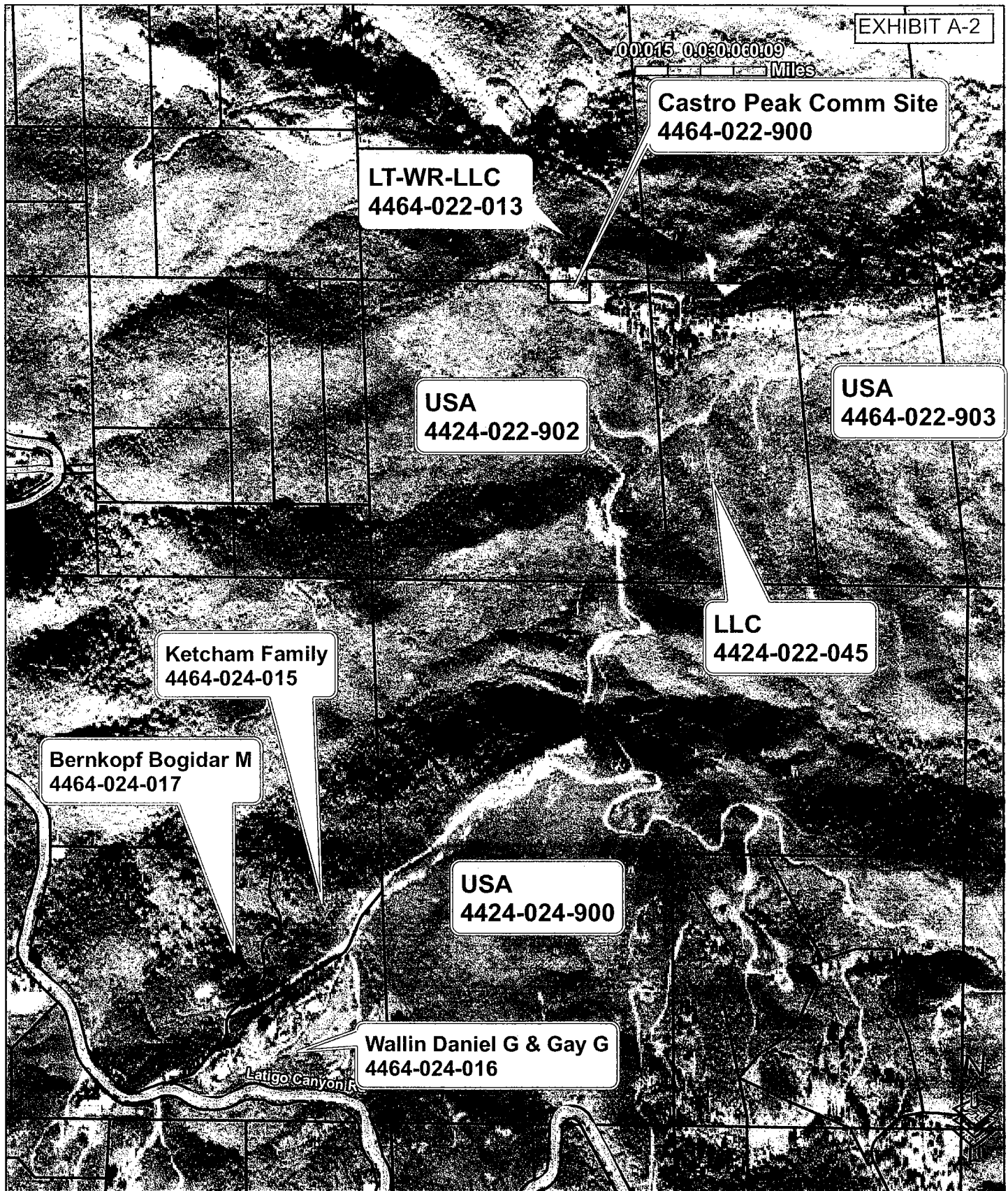
2008

EXHIBIT A-1  
CASTRO PEAK

REVISE  
830526302-84  
840726808-85  
840924605-86  
870520-88  
8807102002001-00  
89090402000001-02  
90022402000001-02  
90022402000001-02  
20010915100001-02  
20010915100001-02  
20010915100001-02  
20040209000001-02  
20040209000001-02  
2008032402-02



SECTION LINES PER CS B-733



**County of Los Angeles CEO  
Real Estate Division  
Castro Peak Communication Site  
Newton Mountain Way**

Real Property Agent:  
Eliza Jung  
213-974-4189  
ejung@ceo.lacounty.gov  
October 4, 2007

**MEMORANDUM OF UNDERSTANDING** **EXHIBIT B - MOU**  
**BETWEEN THE**  
**STATE OF CALIFORNIA AND THE COUNTY OF VENTURA**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the State of California, hereinafter referred to as "State", the County of Ventura, hereinafter referred to as "County".

**A. PURPOSE:**

The purpose of this MOU is for the State and County to further their missions by co-locating electronic communication equipment and establishing a reciprocal relationship for land use, occupancy, sharing of facilities and power sources, certain real property and personal property at three communications facilities for which State could charge the County, and which the County could charge the State associated rental fees for use of facilities and equipment or the cost of providing services at West Torrey Hill Communications Facility, Sisar Peak Communications Facility and Castro Peak Communications Facility (the "Site(s)"). The MOU is contingent upon approval of a Lessor or land owner at each Site, as evidenced by a separate Lease between each Lessor/land owner, State and County.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The State and County have complementary missions and overlapping jurisdictions to serve the public, provide essential communications, and provide for security of the equipment at their Sites. In carrying out their missions, the State and County would like to use each other's property or services for which each may charge a fee for additional parties to use facilities, equipment or services.

The State and County agree that it is mutually beneficial and in the public interest to share facilities and power sources, save administrative costs and facilitate their complementary missions. Moreover, the agreement to waive the collection of some rents and share in site management reflects the collaborative working relationship desired by the State and County.

In consideration of the above premises, the parties resolve:

**C. THE STATE SHALL FACILITATE SHARING OF RESOURCES BY  
COMMITTING TO THE FOLLOWING:**

**1. By State at State's expense, ALL 3 SITES:**

Return part of leased premises to property owner to provide space at the CHP communications site to locate a County vault.

**2. By State at State's expense at CASTRO PEAK:**

Provide to County emergency power from the output of CHP's automatic transfer switch.

Provide tower space to County.

Provide power generation from CHP-installed generator.

3. By State at State's expense at WEST TORREY PEAK:

Provide State's tower for use by County.

4. By State at State's expense at SISAR PEAK:

Allow County to move State's solar panel structure and generator for ground area to be used by Property Owner and Ventura County.

Purchase and maintain its own batteries and solar panels for backup power.

**D. THE COUNTY SHALL FACILITATE SHARING OF RESOURCES BY COMMITTING TO THE FOLLOWING:**

1. By County at County's expense, ALL 3 SITES:

Prepare and pay for County's plans, Working Drawings, construction and and federal and local fees and environmental impact documents required for proposed site changes.

Obtain State's written approval by a State-approved COM 311 application or other form of CHP- written approval as needed, prior to initial installation or replacement of radios, equipment or antennae.

Install and Maintain a separate electrical meter for County's equipment. Exception: Sisar is a solar operated site, and County/State will maintain their own solar panels.

Install interoperability conduits for mutual aid between buildings.

Move the State's equipment or facilities where required by County's approved plan.

Pick up and remove CHP equipment taken down for County's move-in (including towers and solar structure).

Construct to specifications satisfactory to the Land Owner, install, and maintain a prefabricated 8-foot x 12-foot communications shelter.

2. By County at County's expense, CASTRO PEAK:

Obtain Coastal Commission approval (accomplished 4/9/08).



Obtain Los Angeles County Building permit and OSHA clearance (accomplished x/x/08).  
Install County antennae on CHP tower per approved TD-311 Application.

Obtain emergency power from the output of CHP's automatic transfer switch.

Replace existing propane tank with a 1,000-gallon propane tank with individual controls, which specifications to be prior approved by DGS Telecomm. Maintain/fill county-installed propane tank.

**3. By County at County's expense, SISAR PEAK:**

Enter into Lease with Land Owner and submit to STATE for consent as to content prior to signature by County.

Install a 50-foot tower.

Expand and maintain the current communications site fence (volunteer assistance appreciated) per USFS approval, to include County communication facilities adjacent to State fenced area.

Remove existing CHP solar structure and add a new structure over the CHP vault, with structures fully loaded and functional, with CHP's existing solar panels.

Move the State's propane tank to its new location within the Complex per plan (necessity pending).

Purchase, install, and maintain a new generator for all users with individual controls, which specifications to be prior approved by DGS Telecomm, to be maintained by County.

Maintain its own batteries for backup power.

Move the former Forest Service vault for use as a common ventilated building for site users batteries.

**4. By County at County's expense, WEST TORREY HILL:**

Enter into Lease with Land Owner and submit to STATE for consent as to content prior to signature by County.

Submit CEQA documents as required by the Land Owner or Lessor

Place a propane tank and a generator to service County only within fence boundaries, of a size and location acceptable to STATE and Land Owner.

Place thermo bond communication shelter at a location within the compound acceptable to STATE and Land Owner.

Retain current fence line.

Contract with Utility for separate power and meter to County building.

Install County equipment on CHP tower per approved TD-311 Application.

**E. IT IS MUTUALLY RESOLVED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:**

1. SUBLEASING SPACE. Sub-leasing of communication space and/or equipment by the State or County to other entities which are not a party to this MOU will be subject to Property Owner review and applicable laws, regulations and policies. The formula for sharing of expenses will change with each additional tenant, and shall be equitably divided among all site users.
2. NON-FUND OBLIGATING DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds, or transfer of anything of value between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by authorized representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.
3. MOU Compliance. As a condition of the MOU and pursuant to the requirements of the Land Owner, County and the Land Owner have entered into a Lease for each Site (the "Lease(s)"), governing County's use, occupancy, operation, management and ownership of real property and personal constructed by County at the three Sites. County and State agree to discuss provisions of the Lease in conflict with or which would frustrate compliance with the MOU in favor of the terms of the Lease.
4. TERMINATION. Either party may terminate this MOU in whole or in part, with 180-days advance written notice, at any time before the date of expiration by written notice to the other parties. Termination of this MOU for any reason shall also constitute termination of the County's Lease with the Land Owner. Termination of the County's Lease with the Land Owner shall also constitute termination of this MOU. If County terminates its Lease with the Land Owner, County shall concurrently give notice to terminate this MOU.
5. MODIFICATION. Changes within the scope of this instrument shall be made by the issuance of a bilaterally executed modification.
6. COMMENCEMENT / EXPIRATION. The Agreement is executed as of the date of last signature and is effective through September 30, 2039 at which time it will expire unless extended.
7. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU does not restrict the State, County or the Property Owner from participating in similar activities with other public or private, County, organizations, and individuals.
8. RESPONSIBILITIES OF PARTIES: The State and the County and their respective offices will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. Each party shall

purchase and maintain its own equipment and batteries. The parties shall contribute equitably to the expense for fuel for shared power, share equitably in the expense of site maintenance, make contributions for vandalism, wear and acts of nature for shared space. Parties shall share the expense of maintaining access, telephone and electrical lines together or as part of a larger site management group as required

9. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

County of Ventura Wireless Chief 11201-D River Bank Dr. Ventura, CA 93004 Phone 805-672-2022 Fax (805) 659-6998	<u>Mailing address:</u>  County of Ventura Wireless Div L#5040 800 S.Victoria Ave. Ventura Ca, 93009-0001
County of Los Angeles Chief Executive Office Real Estate Division 222 S Hill Street, Third Floor Los Angeles, CA 90012	Telephone, Main: (213) 974-4200 Fax: (213) 217-4968
California Highway Patrol, Telecommunications Systems Mgr. Program Support Unit Telecommunications Section P. O. Box 942898 Sacramento, California 94298-0001 Main Number (916) 375-2901 Facsimile Number (916) 375-2906 830 Riverside Parkway, Suite 50 West Sacramento, CA 95605 (916) 375-2901; Fax: (916) 375-2906	Department of General Services Real Estate Services Division Lease Management, D 3539-001 707 Third Street, 5th Floor West Sacramento, CA 95605-2811 (916) 375-4171; Fax: (916) 375-4173

10. LAWS OR REGULATIONS. Nothing in this MOU obligates either party to take any action contrary to Federal and State of California, County of Ventura, laws or regulations.

11. PROPERTY OWNERSHIP. Nothing in this MOU affects the ownership or title in any lands or property.

12. TERMINATION OR EXPIRATION OF LEASE – REMOVAL OF EQUIPMENT, VAULT AND TOWER. At the Expiration or sooner Termination of Lease of the County or State, whichever Lease is the first to terminate or expire, the leaving party's structures, improvements, wiring and equipment shall remain the property of that party. The leaving party shall remove any and all equipment, wiring and improvements constructed or placed upon in or under the Site or its appurtenances at that party's sole cost upon the Expiration of the term, or within ninety (90) days after the early termination of the term. The leaving party shall provide written notice to the

remaining party at least 180 days of the Lease expiration or early termination date (the "End Date"), including the sale price for shared property the leaving party desired to abandon at the Site. The leaving party shall restore the Site and appurtenances at its sole cost to the Site's condition prior to the execution of its Lease, except however, the remaining party may purchase abandoned real property or equipment. The leaving party shall present an offering price to which the remaining party shall, within 15 days, accept in writing, or counter with any deviation from the offering price. If the parties have not agreed upon a sale price within 60 days of the leaving party's End Date, the leaving party must remove all structures, improvements, equipment and wiring, within the periods given above as applicable. If the parties do not agree, and the leaving party's equipment or real property remains on the Site, the leaving party's equipment, wiring and improvements shall be considered abandoned and shall become the property of the remaining party, and the property may be sold, destroyed, or otherwise disposed of without any liability to the remaining party. The remaining party shall invoice the leaving party the cost of said removal.

13. COMPLETION DATE. Waiver of fees for this MOU will be effective from date of last signature through **September 30, 2039**, unless extended.

*The remainder of this page has intentionally been left blank.*

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date of last signature.

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES

Michael P. Martin 10/13/2008  
JAMES S. MARTIN, Acting Chief Date  
Real Property Services Section  
Assistant Section Chief, R. P. S. S.  
Consent:

CALIFORNIA HIGHWAY PATROL

Lisa Paolini 9/26/08  
LISA PAOLINI, Chief Date  
Office of Administrative Services

COUNTY OF VENTURA, , a political subdivision of the State of California

DEPARTMENT OF INFORMATION TECHNOLOGY

Richard Jackson 11/17/08  
RICHARD JACKSON, Date  
Chief Information Officer

[Signature] 11/4/08  
Chair, Board of Supervisors Date



# **County of Ventura**

## **Public Safety**



## **Microwave Proposal**

## **Castro Peak**

## **Revised**

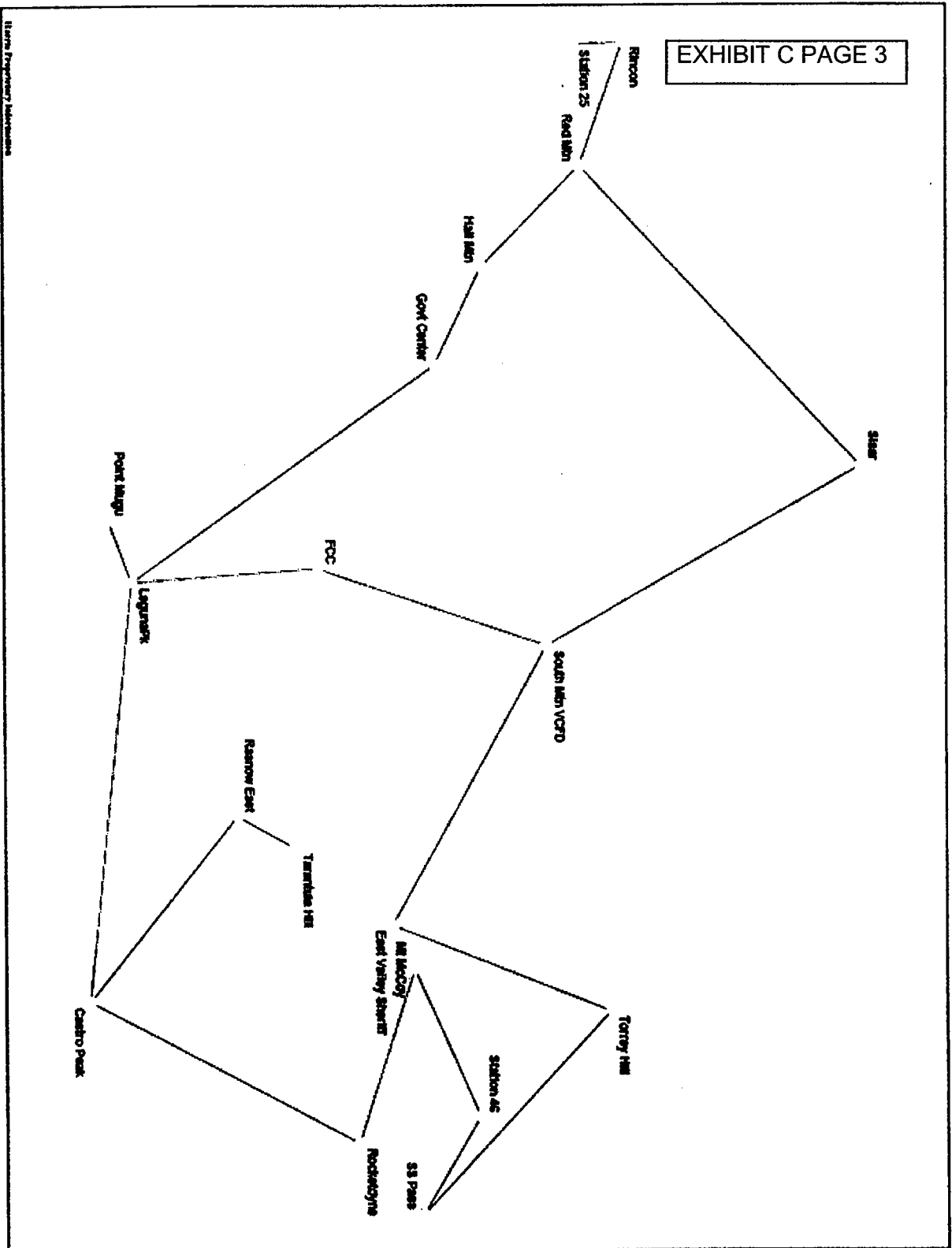
**1\_29\_07**

# Microwave Proposal

## Table of Contents

1.	<b>General Map of Overall Microwave System.....</b>	<b>1</b>
2.	<b>Site Description and Photos.....</b>	<b>2-4</b>
3.	<b>Castro Peak Changes and Improvement Sheet.....</b>	<b>5</b>
4.	<b>Castro Peak Site Plan and Layout.....</b>	<b>6</b>
5.	<b>Thermo Bond Shelter Layout.....</b>	<b>7</b>
6.	<b>Authorization Form .....</b>	<b>8</b>

# EXHIBIT C PAGE 3



Sheet	Drawn	Check
3	CS/TP	3/1/88

SCALE: 1" = 1/4" Miles

Legend:

- Construction 198, 199 & 200
- 4.2 CPM, 1.000 - 26.500
- Construction 199, 200 & 201
- 11.2 CPM, 1.000 - 26.500
- Construction 20
- 16.8 CPM, 8.71

**HARRIS**

Verde County - Rio and Rio

System Layout

1/2" = 1/4" Miles

1/2" = 1/4" Miles

Verde Property Information



## Site Description

### Castro Peak

#### Field Verified Site Coordinates

NAD 83  
34° 5' 8.5" N  
118° 47' 8.6" W  
Elev: 2824 ft

Note: Site coordinates are verified by referencing the tower location to landmarks and reference points that are depicted on the USGS 7 1/2 minute topo maps for the area. GPS readings may also be used to supplement the USGS topo data.

#### Customer Supplied Coordinates, NAD83

34° 5' 7.5" N  
118° 47' 8.0" W  
Elev: 2820 ft

#### Street Address, City, State and County:

Top of Castro Peak 9.5 miles northwest of Malibu, CA Los Angeles County

#### Tower Registration Number: na

#### Call Sign:

new ?

#### FCC Licensed Coordinates, NAD 83

° ' " N  
° ' " W

Elev: ft./mtr

#### Tower Considerations:

Existing tower is 80 foot 4 leg self supporting

#### Antenna Mounting Considerations for each path:

- Path to Laguna Peak Install PAR6-59 at 50 feet on southwest leg. Azimuth 275.8°, tilt angle -1.0°
- Path to Rasnow East Install VHLP2.5-10 at 30 feet on northwest leg. Azimuth 307.9°, tilt angle -1.6°
- Path to Rocketdyne Install PAR6-59 at 35 feet on northeast leg. Azimuth 28.2°, tilt angle -0.7°

#### Transmission Line Considerations:

- Path to Laguna Peak Total waveguide length 124 feet
- Path to Rasnow East Total length 104 feet
- Path to Rocketdyne Total length 109 feet

#### Site Access Considerations:

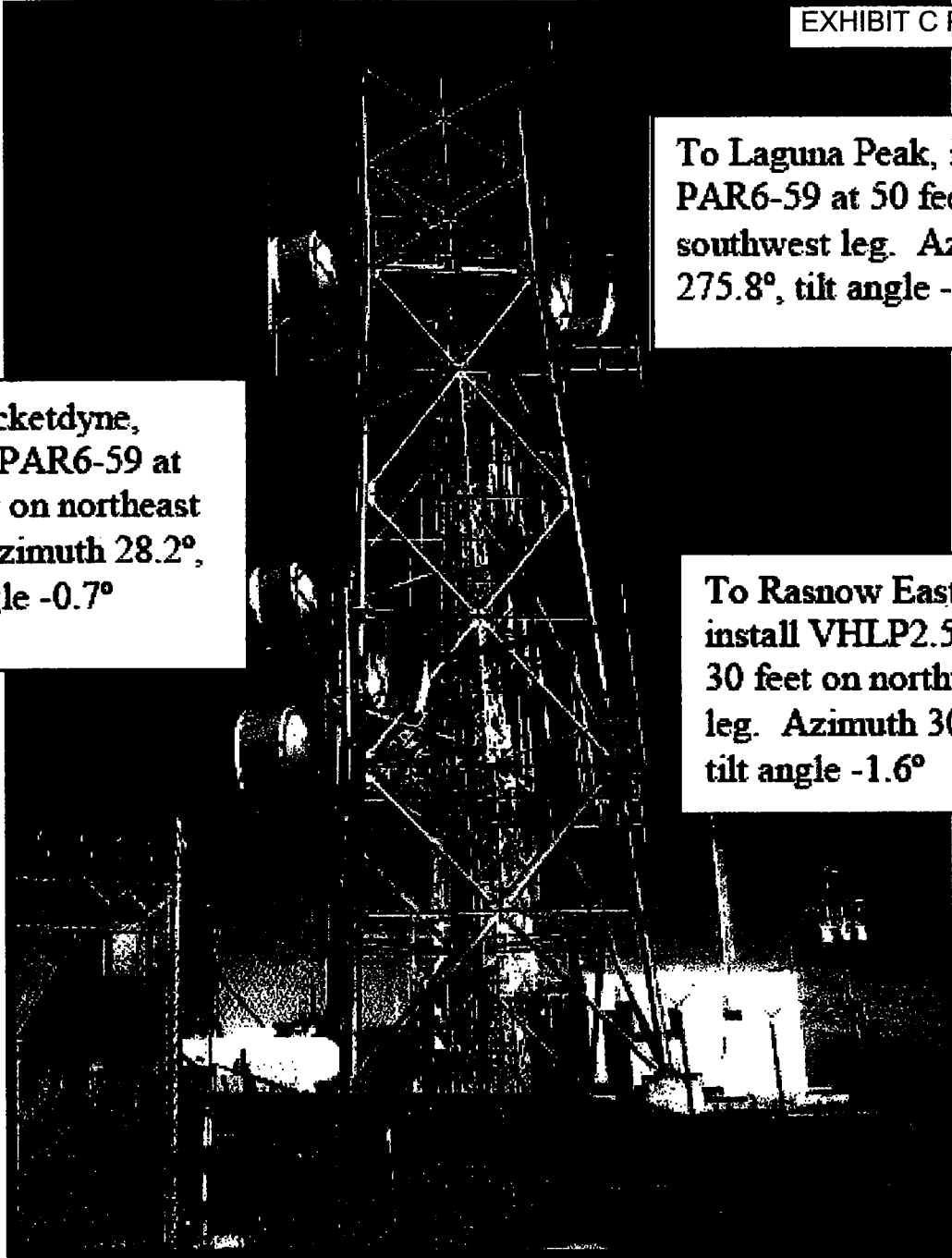
Multiple locked road gates. Locked perimeter fence and shelter. 4 WD recommended

**PARTRIS**



### Castro Peak

NAD 83				
Lat:	34°	5'	8.5" N	State: CA
Long:	118°	47'	8.6" W	County: Los Angeles
Elevation:	2824 ft			Ref map: Point Dume



To Rocketdyne,  
install PAR6-59 at  
35 feet on northeast  
leg. Azimuth  $28.2^{\circ}$ ,  
tilt angle  $-0.7^{\circ}$

To Laguna Peak, install  
PAR6-59 at 50 feet on  
southwest leg. Azimuth  
 $275.8^{\circ}$ , tilt angle  $-1.0^{\circ}$

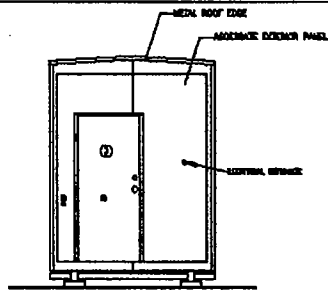
To Rasnow East,  
install VHLP2.5-10 at  
30 feet on northwest  
leg. Azimuth  $307.9^{\circ}$ ,  
tilt angle  $-1.6^{\circ}$

Castro Peak

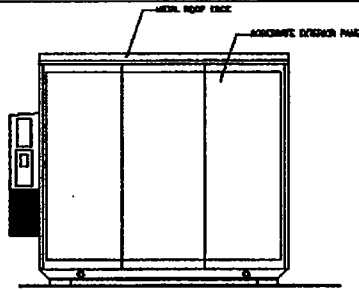
## **Changes and Improvements to Castro Peak Site**

- **Install new Pre-fabricated California Engineered Stamped ( 8 x 12 ft ) Thermo Bond Communications Shelter.**
- **County proposes upgrading the Edison Power Transformer to a 50 Kw providing separate feeds to both CHP and VC shelter.**
- **County proposes tapping off existing 45kw generators transfer Switch for emergency power to new shelter. All current reading with both AC units and heater on indicated sufficient capacity as verified by Art Gunderson, State technician.**
- **All proposed microwave dishes and antennas per TD-311 document.**
- **Interoperability Telco connections provided to LA/ DGS / CHP Facilities**
- **County is open to all other suggested site improvements**

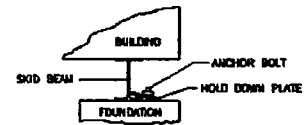
# THERMO BOND ( 8 X 12 ) SHELTER



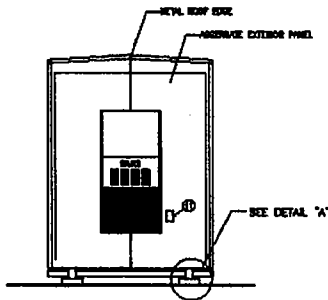
**FRONT ELEVATION**



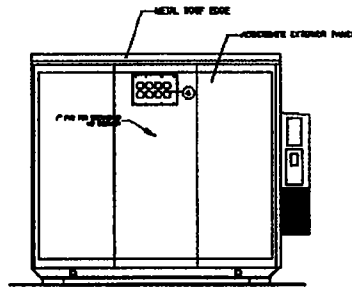
**LEFT ELEVATION**



**DETAIL "A"**



**REAR ELEVATION**



**RIGHT ELEVATION**

**PROJECT**  
BULTER COUNTY, KS  
**JOB NO.**  
0606-50  
**SITE**  
DOUGLASS, KS

<b>THERMO BOND</b>	
P.O. Box 448 Elk Point, SD	
Scale: 1/4" = 1'	Date: 12/4/06
Drawn by: BR	Checked by: [blank]
EXTERIOR LAYOUT FOR 8'W. X 12'L X 9'H. BLDG.	
Drawing Number: AG87760	Page 1 of 2



0 2' 4' 8' 16'

SCALE: 1/8"=1'-0"



EXHIBIT D-2 CASTRO PEAK



SCALE: 1/4" = 1'-0"



## COMMUNICATIONS SITE LICENSE

THIS LICENSE AGREEMENT, made and entered into in duplicate original this 18<sup>th</sup> day of August, 1998,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, herein-after referred to as "County";

AND

STATE OF CALIFORNIA, hereinafter referred to as "State";

## W I T N E S S E T H:

WHEREAS, County owns a number of public buildings and improved lands within which the work of County government is performed; and

WHEREAS, State is desirous of using a portion of said real property and improvements thereon; and

WHEREAS, State is willing to exercise the grant of such a license in accordance with the terms and conditions prescribed therefor; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. **PREMISES:** County hereby licenses to State and State hereby hires and rents from County on the terms and conditions hereinafter set forth, 3,800 gross square feet of land at Castro Peak Communications Site, 928 Latigo Canyon Road, Malibu in the County of Los Angeles, as shown on Exhibit "A".

2. **PURPOSE:** The sole purpose of this License is to allow State to operate and maintain communications system(s), as shown on Exhibit "B", at a multi-user communications site and for no other purpose.

3. **TERM:** The term of this License shall be for a period of twenty years commencing on upon full execution of this agreement and end twenty (20) years thereafter.

4. **CONSIDERATION:**

4.01 State shall pay the monthly rent specified in Exhibit "B" for its use under this License.

4.02 Rental payments shall be made in arrears on the last day of the month for each and every month of the term hereof, and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor Controller, Administrative Services, Room 514, 500 West Temple Street, Los Angeles, CA 90012, Attn: Franchise/Concessions Section. Note: Please include in the Payment Identification Data Section on your check stub, the License number and site name and address.

5. **ALTERATIONS, IMPROVEMENTS AND MAINTENANCE:**

5.01 State acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. State accepts the Premises in their present physical condition and agrees to make no demands upon County for any repair, improvement or alteration thereof.

  
INITIAL

5.02 State shall make no renovations, alterations or improvements to the Premises other than to erect, maintain and operate said radio communications equipment in accordance with plans and specifications to be submitted by State, provided written approval is first obtained from the Chief Administrative Office. Upon approval, said plans and specifications shall be fully incorporated into this agreement by reference thereto.

6. **INSTALLATION:** State shall install its equipment at its own expense and risk as approved by County and such installation shall not conflict with any other user's equipment, transmission or reception. State shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. State shall not alter, modify, or in any way change County's property without first receiving written permission. All equipment of State shall be clearly identified with State's name, address, telephone number, F.C.C. license and frequencies in use. Such identification shall be attached to State's equipment in plain view. State shall not alter or replace equipment without first receiving written permission from the County.

7. **OPERATIONAL RESPONSIBILITIES:** State shall:

(a) Comply with and abide by all applicable rules, regulations and directions of County.

(b) At all times hold a valid F.C.C. license for the permitted use and shall comply with all applicable City and County ordinances and all State and Federal laws, and in the course thereof; obtain and keep in effect all permits and licenses required to conduct the permitted activities on the Premises.

(c) Conduct the permitted activities in a courteous and non-profane manner, operate without interfering with the use of the facilities by County or the public, except as herein permitted, and remove any agent, servant or employee who fails to conduct permitted activities in the manner heretofore described.

(d) Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to State that are installed or placed within the area occupied.

(e) Repair or replace any and all County property lost, damaged, or destroyed as a result of or connected with the conduct of activities by the State. Should State fail to promptly make repairs, County may have repairs made and State shall pay cost.

(f) Maintain the Premises to the satisfaction of County. This shall include immediate removal of all rubbish and debris placed on the Premises by State in order that the Premises be kept neat and clean and ready for normal use by County and other users. Should State fail to accomplish this, County may perform the work and State shall pay the cost.

(g) Upon expiration, cancellation or termination of this License for any reason, State shall remove, at no cost to County, any and all equipment and improvements of the State and restore the entire Premises to its condition prior to the execution of this License, except, however, County may approve, in writing, any deviation from this requirement.

8. **INTERFERENCE:** State shall not use the premises in any way which interferes with the use of the Premises by County or County's agents, invitees or other State's on the Premises. State shall be responsible for electromagnetic compatibility of the State's equipment with existing and future equipment at the site. State shall conform to Internal Services Department Facilities Standard STD-140 Radio Site Management including the requirement for submitting radio system installation plans for approval. County



shall not be liable for any potential or actual electronics conflict. In the event any interference to County Sheriff or Fire Department, CWIRS, Paramedic or LANet systems, or any future systems, is caused by State's equipment or operations, State shall be immediately notified of such interference and such equipment or operations shall be shut down immediately and State hereby authorizes County to cause such shutdown until such interference is eliminated by State. In the event that State must terminate its entire operation at the Premise than State may resume operation, under the same terms and conditions of this License, once the interference has been eliminated.

9. **ACCESS ROAD:** County hereby grants to State a nonexclusive right to use, at its sole risk, during the term of this License, the access road which serves the Premises. State acknowledges that the access road is in poor condition and that County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage, as a result of any negligent or non negligent acts pertaining to the use of the access road. Said right shall be given only to State's approved representative upon evidence of such approval being presented to County.

10. **POWER:** Electrical power, including auxiliary power is available to the Premises. County, however, is not liable for any failure, interruption or disturbance in the power supply.

11. **TELEPHONE:** Telephone service is available at the Premises and any connection or use of such service shall be at State's sole cost and expense.

12. **INSURANCE:** The State of California has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program. The State Attorney General administers the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management administers the motor vehicle liability program. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop though carrying out official activities, including state official operations on non-state owned property. Should any claim arise by reason of such operations or under an official contract or license agreement, they should be referred to the Attorney General, State of California, Tort Liability Section, 1300 I Street, Suite 1101, P.O. Box 944255, Sacramento, CA 94244-2550

The State of California has entered into a Master Agreement with the State Compensation Insurance Fund to administer workers compensation benefits for all state employees, as required by the labor code.

13. **INDEMNIFICATION:** State agrees to indemnify, defend, and save harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage, including damage to County property arising from or connected with State's operations or its services hereunder, including any Workers' Compensation suits, liability, or expense arising from or connected with services performed by or on behalf of State by any person pursuant to this License.

County agrees to indemnify, defend, and save harmless State, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage, including damage to State property arising from or connected with County's operations or its services hereunder, including any Workers' Compensation suits, liability, or expense

arising from or connected with services performed by or on behalf of County by any person pursuant to this License.

14. **LIABILITY:** County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage, as a result of any failure, interruption or disturbance to State's radio transmission, arising from County-inflicted accidental damages to the State's equipment. County shall reimburse any expense reasonably incurred by State for such damages to the equipment but the County shall not be liable to State for any interruption or termination of operation/business on the Premises.

15. **NOTICES:** Notices desired or required to be given by this License or by any law now in effect may be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to State as follows:

Department of General Services  
Office of Real Estate and Design Services  
400 R Street, Suite 5000  
Sacramento, CA 95814,

with a courtesy copy to:

Department of General Services  
Telecommunications Section  
Sequoia Pacific Boulevard  
Sacramento, CA 95814

or such other place in California as may hereinafter be designated in writing by State. The notices, certificate of self-insurance and envelope containing the same to County shall be addressed to Chief Administrative Office, Leasing and Space Management Division, 550 South Vermont Avenue, 10th floor, Los Angeles, California 90020, Attn: Director, Real Estate.

16. **EQUIPMENT REMOVAL:** State shall remove all of its personal and real property and restore the Premises to its original condition within sixty (60) days of any expiration, termination or cancellation of this License. If State does not remove all of its equipment and improvements within sixty (60) days pursuant to Paragraphs 7 and 16, County may, but shall not be required to, remove State's equipment at State's expense. State shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for an removal or personal or real property. County shall incur no liability for any damage to State's equipment during removal or storage. If State does not claim its equipment within thirty (30) days of the expiration, termination or cancellation of this License such equipment shall become the property of County.

17. **INDEPENDENT STATUS:** This License is by and between County and State and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and State. State understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with services performed on behalf of State pursuant to this License

18. **EMPLOYEES:** All references to the "State" in this License are deemed to include the employees, agents, assigns, contractors and anyone else involved in any manner in exercise of the rights herein given to the undersigned State.

  
INITIAL

19. **ASSIGNMENT:** This License is personal to State, and in the event State shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

20. **CANCELLATION:** On or after March 31, 2003, County reserves the right to cancel this License upon giving a one hundred eighty (180) days prior written notice to State without incurring any liability by the County whatsoever. On or after March 31, 2003, State reserve the right to cancel this agreement upon giving a one hundred eighty (180) days prior written notice to County.

21. **HAZARDOUS MATERIALS:** Definition: For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316 as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

**Warranties and Representations:**

State hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Premises.

**Notice:**

County and State agree to immediately notify each other when either party learns that hazardous substances have been released on the Premises or, if a multi-tenant property, on the subject property.

**Indemnity:**

1. County agrees to indemnify, defend and save State, its agents, officers and employees from or against all liability, expenses (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of hazardous substances on the Premises which has been caused by County.
2. State agrees to indemnify, defend and save harmless County from and against all liability, expenses (including defense costs, legal fees and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of hazardous substances on the Premises caused by State.
3. The indemnity provided each party by this provision shall survive the termination of this License.

**Default:**

Should the presence or release of hazardous substances on the Premises and/or subject property be discovered, which is not caused by County and which threatens the health and safety of County's agents, officers, employees or invitees, as determined by County's sole discretion, shall entitle County to immediately terminate this License. In the event of such termination, State shall not be obligated for any further rental and County shall refund any unearned rent paid in arrears by State calculated at a daily rate based on the regular monthly rental.

  
INITIAL

Operating Costs:

Costs incurred by State as a result of the presence or release of hazardous substances on the Premises and/or subject property which is not caused by County are extraordinary costs not considered normal operating expenses and shall not be passed through to County as part of its obligation, if any, to pay operating expenses.

  
INITIAL

IN WITNESS WHEREOF, the State executed this License or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this License to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month, and year first above written.

**ATTEST:**

JOANNE STURGES  
Executive Officer-Clerk  
of the Board of Supervisors



**COUNTY:**

COUNTY OF LOS ANGELES

By *[Signature]*  
Deputy:

By *[Signature]*  
Chair, Board of Supervisors

**APPROVED AS TO FORM:**

OFFICE OF THE COUNTY COUNSEL

By *[Signature]*  
Deputy: Francis E. Scott

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**STATE:**

12

AUG 18 1998

STATE OF CALIFORNIA  
Department of General Services  
Office of Real Estate and  
Design Services

*[Signature]*  
JOANNE STURGES  
EXECUTIVE OFFICER

*[Signature]*  
By: Bernice Lawrence  
Real Estate Officer

Date: 8/5/98

**APPROVED:**

DIRECTOR OF THE DEPARTMENT OF  
GENERAL SERVICES

*[Signature]*  
By: Cheryl Allen  
Senior Real Estate Officer

Date: 8-5-98

8/3/98  
(SDCASPK.1c)

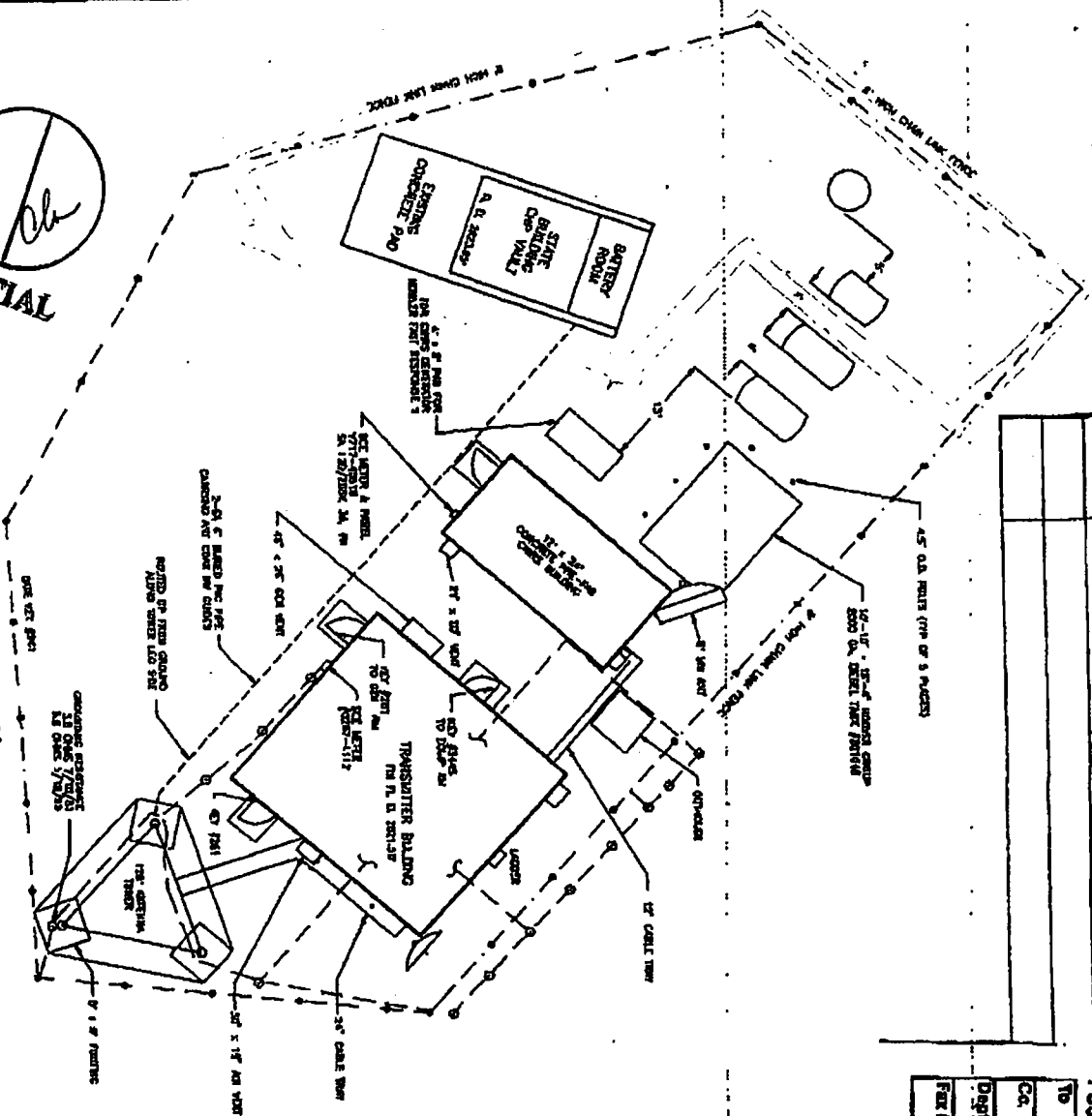
Post-It brand fax transmittal memo 7871 # of pages 2	
To Mitch Kohl	From Shirley Whang
Co. CAO	Co. ISD
Date 043-738-2336	Phone # 213-267-2474
Fax # 213-382-5165	Fax # 213-980-0683

REV SYM

REVISION DESCRIPTION

DATE

APPROVAL



SYMBOLS:

- INCREASING OCCUPANCY RATE
- TOWER POST
- GROUND KID

INITIAL

CHECKED	S. TRAM
APPROVED	R. YOUNG

CASTRO PEAK  
PLOT PLAN

DRAWING NUMBER	0847-10
SCALE: 1"=20'-0"	03/06/96
FCPR-PLT	SH 1

MASTER COPY

Exhibit "A"



EXHIBIT "B"

<u>Months</u>	<u>Rent</u>
1-12	\$630.00
13-24	\$643.00
25-36	\$656.00
37-48	\$669.00
49-60	\$682.00
61-72	\$696.00
73-84	\$710.00
85-96	\$724.00
97-108	\$738.00
109-120	\$753.00
121-132	\$779.00
133-144	\$806.00
145-156	\$834.00
157-168	\$863.00
169-180	\$893.00
181-192	\$924.00
193-204	\$956.00
205-216	\$989.00
217-228	\$1,024.00
229-240	\$1,060.00

revised 4/12/99 - CASTRO PEAK

Initials  
B. J. [Signature]

EXHIBIT "B"

<u>Months</u>	<u>Rent</u>
1-12	\$630.00
13-24	\$643.00
25-36	\$655.00
37-48	\$669.00
49-60	\$682.00
61-72	\$696.00
73-84	\$709.00
85-96	\$724.00
97-108	\$738.00
109-120	\$753.00
121-132	\$779.00
133-144	\$807.00
145-156	\$835.00
157-168	\$864.00
169-180	\$926.00
181-192	\$958.00
193-204	\$991.00
204-216	\$1,026.00
217-228	\$1,062.00
229-240	\$1,099.00

Revised rental  
schedule (Ex "B")  
was attached to  
original doc per  
the concurrence of  
the State of CA

  
INITIAL

CASTRO PEAK COMMUNICATION SITE

COMMUNICATIONS TOWER SUBLICENSE

STATE AND COUNTY OF VENTURA

**COMMUNICATIONS TOWER SUBLICENSE**

<b>LICENSE COVERING PREMISES LOCATED AT</b> <b>CASTRO PEAK RADIO SITE, LOS ANGELES COUNTY</b>	<b>License No.: L-2410</b> <b>Project No. 126300</b>
<b>AGENCY</b> <b>CALIFORNIA HIGHWAY PATROL</b>	<b>LICENSEE</b> <b>COUNTY OF VENTURA, Information Technology Services Department</b>

**THIS SUBLICENSE**, hereinafter referred to as the "License", dated for reference purposes only, October \_\_, 2008, is made by and between the State of California, acting by and through its Director of the Department of General Services, with the consent of the California Highway Patrol (CHP), hereinafter called STATE, and the COUNTY OF VENTURA, a subdivision of State government, hereinafter called LICENSEE.

**RECITALS:**

**WHEREAS**, pursuant to Government Code Section 14671, the Director of General Services, with the consent of the California Highway Patrol, is authorized to let the STATE'S real property for communications purposes if the Director of the Department of general Services deems such letting is in the best interests of the STATE; and

**WHEREAS**, the STATE licenses ground area at Castro Peak in the County of Los Angeles, California, from the County of Los Angeles (the "County") pursuant to State Site License No. 1398-001/County License No. L71733, dated August 18, 1998 (the "Master License") expiring August 17, 2018, for placement of a State communications facility consisting of a vault, Tower and propane tank (the "Communications Facility") located +t 928 Latigo Canyon Road, City of Malibu, in the County of Los Angeles, State of California; and

**WHEREAS**, County removed ground area from STATE's Communications Facility by a separate License dated ~~October~~ <sup>November</sup> \_\_, 2008, and granted LICENSEE permission to occupy 228 gross square feet of ground area removed from the STATE's Communications Facility, and STATE is willing to surrender part of its licensed ground area according to the Memorandum of Understanding ("MOU") between STATE and LICENSEE dated ~~October~~ <sup>November</sup> 17, 2008, in the interests of sharing governmental emergency service capabilities and interconnectivity; and

**WHEREAS**, LICENSEE also desires to use portions of the STATE Tower located upon STATE's Communication Facility to install, operate and maintain LICENSEE's microwave and radio antennae at said site, for public safety purposes, and STATE is willing to allow such use by LICENSEE; and

**WHEREAS**, it is in the best interests of the STATE that this License for use of the STATE Tower located at the Communications Facility be consummated between the STATE and LICENSEE on the terms and conditions herein contained;

**NOW, THEREFORE**, it is hereby mutually agreed as follows:

## WITNESSETH:

**PROPERTY  
DESCRIPTION**

The subject property is a STATE-owned telecommunications Tower located within the State-licensed Communications Facility, formerly containing 3,800 square feet, now containing 3,572 square feet, within a County of Los Angeles-owned Communications Site at Castro Peak, located at 928 Latigo Canyon Road, City of Malibu, County of Los Angeles, State of California. STATE's Communications Facility consists of a vault, tower, and propane tank. The County Communications Site, situated within Assessor's Parcel Number 4464-022-900, shown on the Communications Site Map in Exhibit "A" consisting of one (1) page, attached hereto and made a part hereof.

**AREA**

2. STATE hereby licenses unto LICENSEE and LICENSEE hereby hires from STATE, mounting positions on the STATE's Tower located within the STATE Communications Facility for LICENSEE's two (2) microwave and three (3) antennae and related electrical wires, space for coaxial cable to connect the Licensee's base station equipment located outside the STATE's Communications Facility, and electrical power connectivity, (collectively "Premises") situated within STATE's Communications Facility. LICENSEE's equipment and Tower load are described in Exhibit "B," attached hereto, and incorporated herein by reference.

**USE**

3. (a) The Premises shall be used during the term hereof for mounting and operating LICENSEE's microwave and antennae described in Exhibit B together with the necessary appurtenances thereto as a portion of LESSEE's telecommunications broadcast/receiver/repeater facility described in Exhibit "B", LICENSEE'S "Radio Vault Space Application" (State Form TD-311), and such other transmitting and receiving equipment as STATE may from time to time consent to in writing and for no other purpose or purposes whatsoever.

(b) LICENSEE shall at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal statutes, laws, ordinances and regulations now in force, or which may be in force pertaining to the Premises.

(c) LICENSEE shall not be responsible in any manner for the maintenance and repair of the equipment of the STATE, or its political subdivisions located within the STATE'S communications facility.

**PERMITS &  
APPROVALS**

4. The parties agree that LICENSEE'S ability to use the Premises is dependent upon LICENSEE obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. STATE will cooperate with LICENSEE at no expense to STATE, in LICENSEE'S effort to obtain such approvals and to execute any applications or other documents that may be required in connection with the said permits, licenses or other approvals.

**MASTER LICENSE  
AND  
MEMORANDUM OF  
UNDERSTANDING**

5. (a) STATE licenses the underlying land upon which the Tower is situated at Castro Peak Communications Site from County under a Master License, State License No. 3528-001/County License No. L71733 attached hereto and incorporated by reference. LICENSEE shall comply with those standards as described said Master License and accompanying Extensions, Modifications and Amendments, available upon request from the STATE. LICENSEE understands and agrees that this License is subject to the above referenced Master License. Should the terms of the Master License be changed by County and if such changes affect the LICENSEE'S use of the Premises or the cost of using the Premises, LICENSEE agrees to be bound by such changes and to pay its share of any additional Fees assessed by County resulting from such changes

(b) STATE and LICENSEE, entered into an MOU, dated <sup>November</sup>~~October~~ 17, 2008, attached hereto as Exhibit "C". The MOU is a three (3)-telecommunications-site agreement for West Torrey Hill, Sisar Peak or Castro Peak. If STATE or LICENSEE terminate the MOU due to events at Sisar Peak or West Torrey Peak, the parties shall not be bound by the provisions of the MOU at this Castro Peak Communications Site, beginning on the Termination Date of the MOU. The following concessions have been made by STATE in the MOU:

(1) License fees otherwise payable by LICENSEE under Section 8, License Fees, of this License has been partially abated by agreement of the parties under the MOU. In the event the MOU is terminated, Rent shall become due and payable as of the effective Termination Date the MOU according to the table in EXHIBIT "D".

(2) STATE shall surrendered to County a 1,000 SF portion of its Communications Site, part of which will be shared jointly with LICENSEE and reduced the remainder of its licensed area to 1,335 GSF accommodate placement of LICENSEE's communications vault, located within the surrendered 1,000 GSF area. In the event the MOU is terminated, the STATE's Communications Site will continue to be reduced in size with no benefit to STATE.

**TERM**

6. The term of this License shall be for nine (9) years, eleven (11) months and seventeen (17) days (11.56 months); the Commencement Date shall be September 1, 2008, and the expiration Date shall be August 17, 2018, to coordinate with the expiration date of the Master License, with such rights of termination as may be hereinafter expressly set forth.

LICENSEE shall have the right to negotiate to extend the Term of the License provided parties to the Master License have agreed to an extension of License, subject to the expiration or earlier termination of the License between County and LICENSEE.

**EARLY  
TERMINATION**

7. (a) The parties hereto agree that either party may terminate this License at any time during the term hereof by giving written notice to the other party, ninety (90) days prior to the date when such termination shall become effective.

(b) In the License between County and STATE is terminated, this Sublicense is also terminated. Provisions for advance notice for such termination are given in the Master License.

(c) Termination of the License between County and LICENSEE for any reason shall also constitute termination of this License.

(d) If LICENSEE fails to complete its move out within the notice period and remains on the Premises, additional fees shall be paid by LICENSEE and prorated based on the actual number of days the LICENSEE occupies the Premises following the effective date of termination.

**LICENSE FEES**

8. (a) LESSEE shall pay to STATE for the initial term of this License, License fees according to the schedule below, payable annually in advance.

The annual License fee has been partially abated in keeping with the MOU. LICENSEE shall pay the first annual License fee according to the schedule below. Thereafter shall pay to STATE the License fee annually in advance upon the anniversary of the Commencement date each year during the term of this License, plus an annual increase of 2% of the prior year's License fee based on the Fee schedule in EXHIBIT D, that would have been in effect if the Licensee had not entered into a MOU.

Licensee's payments shall display State's License number L- 2410 and shall be payable as follows:

PERIOD*			ANNUAL FEE
September 1, 2008	to	August 31, 2009	
September 1, 2009	to	August 31, 2010	
September 1, 2010	to	August 31, 2011	
September 1, 2011	to	August 31, 2012	
September 1, 2012	to	August 31, 2013	\$17,613
September 1, 2013	to	August 31, 2014	\$21,493
September 1, 2014	to	August 31, 2015	\$22,138
September 1, 2015	to	August 31, 2016	\$22,802
September 1, 2016	to	August 31, 2017	\$23,486
September 1, 2017	to	August 17, 2018	\$24,190

Payments shall be made payable to:

California Highway Patrol  
Accounting Section  
P.O. Box 942900  
Sacramento, California 94298-2900

**UTILITIES AND  
MAINTENANCE**

9. LICENSEE at its sole cost and expense, during the term of this License shall provide electrical power and emergency standby electrical power for its antennae from its separate licensed area. LICENSEE shall be totally responsible for and maintain its own equipment in good condition and repair. The STATE shall have no financial responsibility for any facility equipment changes, additions or other improvements performed by the LICENSEE. LICENSEE shall have full responsibility to maintain the Premises. LICENSEE shall be allowed to make any facility equipment changes, additions or other improvements, subject to the conditions of the STATE's Master License, as it deems necessary. STATE and LICENSEE agree to share equitably in all Communications Site costs and charges, whether by necessity of maintenance, repair, or by charge from County. STATE and LICENSEE shall maintain their own facility and shared facilities cooperatively and in good condition and repair.

**TECHNICAL  
ANALYSIS FEE**

10. A one-time fee of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) to cover the expense of the technical analysis required to assure compatible telecommunications operations at the site was received by CHP. (Paid 2/13/07).

**ADMINISTRATIVE  
FEES**

11. A one time Administrative Fee for the preparation of this license has been received by CHP in the amount of TWO THOUSAND NINE HUNDRED and NO/100 DOLLARS (\$2,900.00). (Paid 2/13/07).

**FEES ASSESSED  
LICENSEE FOR  
CHANGES**

12. Any action originated by LICENSEE or their representative, such as but not limited to changes in equipment which result in an amendment to this License shall require payment in the amount determined by CHP to represent its estimated administrative cost for processing such transactions by LICENSEE to CHP at the address below:

California Highway Patrol  
Telecom Section, Radio Systems Support Unit  
P. O. Box 94298  
Sacramento, California 94298

**ELECTRICAL  
SERVICE**

13. LICENSEE shall have a right of way for electrical service to the Premises; and LICENSEE shall set its own electrical meter for service. The STATE makes no guarantee as to the reliability of said electrical service.

**ROAD ACCESS**

14. LICENSEE shall have the right of access over the adjacent lands of the Master Licensor as permitted in the Master License, to and from the Premises, solely by use of Latigo Canyon Road. LICENSEE agrees to the following terms and conditions regarding the use of said access road leading to the Communications Site to the Communications Site:

(a) LICENSEE shall exercise its right personally or through its authorized agents, employees, contractors, or servants whenever it is necessary.

(b) LICENSEE shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, LICENSEE shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

**ROAD  
MAINTENANCE.**

15. STATE and LICENSEE shall each be responsible for its "Pro Rata Share" as defined by County of any and all costs and expenses now or in the future incurred by site users, for the maintenance the access road. LICENSEE hereby agrees to pay its proportionate share of such costs. For the purposes of this agreement, each Party's "Pro Rata Share" is based on the sum total of all Communications Site users.

**INTEREST ON PAST  
DUE OBLIGATIONS**

16. STATE may charge interest, for any amount due to STATE but not paid when due, at eight (8) percent per annum from the due date. Payment of such interest together with the amount due shall excuse or cure any default by LICENSEE under this Section.

**STANDARDS**

17. (a) LICENSEE agrees to install, maintain, and operate its electronic equipment in accordance with the specific site standards and any other statutes pertaining to the use of electronic equipment. If LICENSEE was in occupation under a previous License, LICENSEE shall have thirty (30) days from the commencement of this License to conform to any new site standards. LICENSEE shall display on each piece of equipment the appropriate license from the federal regulatory agency.

**ELIMINATION OF  
INTERFERENCE**

18. (a) In the event LICENSEE'S installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the STATE, or any tenant at the STATE'S facility, LICENSEE shall, at its sole cost and expense, immediately cease the interfering installation or operation. In the event of LICENSEE'S inability or refusal to immediately cease such interference, STATE may at its option, immediately terminate this License and evict LICENSEE.

(b) Any interference and compatibility testing required hereunder for radio interference with prior installed equipment at the STATE'S facility, by such equipment installed, or by changes to said equipment, shall, be made at the sole cost of LICENSEE by a qualified technical person representing LICENSEE and a representative designated by STATE. If the test is satisfactory to both the technical person and the STATE representative, a certification of such test signed by both the technical person and the STATE representative will be forwarded to STATE at locations indicated in "Notices" Section hereof. All costs incurred by the STATE to conduct compatibility testing will be reimbursed to the STATE by LICENSEE within thirty (30) days of the receipt of a bill from the STATE. Should payment not be received, STATE may at its option, immediately terminate this License and evict the LICENSEE.



**ELIMINATION OF  
INTERFERENCE  
(CONT.)**

(c) Any interference with the STATE'S electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of LICENSEE'S equipment. Failure to do so immediately after being notified of such interference will be grounds for immediate termination of License and eviction of LICENSEE.

**COMPLIANCE  
WITH LAWS**

19. (a) LICENSEE shall at its sole cost and expense comply with all the statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this License.

(b) The installation and maintenance of the electronic equipment of LICENSEE shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by the STATE, and be satisfactory to STATE.

**FAILURE TO  
PERFORM**

20. In the event of the failure, neglect, or refusal of LICENSEE to do, or perform work, or any part thereof, or any act or thing in this License provided to be done and performed by LICENSEE, STATE will, at its option, have the right to do and perform the same, and LICENSEE hereby covenants and agrees to pay STATE the cost thereof on demand.

**ASSIGNMENT,  
SUBLETTING &  
CHANGE IN USE**

21. (a) LICENSEE shall not transfer or assign ("assign" shall include any transfer of any ownership interest in the License by LICENSEE or by any partner, principal, or controlling stockholder, as the case may be, from the original LICENSEE, its partner or principal) this License, and shall not sublet, license, permit or suffer any use of the Premises or any part thereof, or License space in any building or tower constructed on the land, or provide communications equipment for the use of others without first obtaining the written consent of the STATE, which consent is at the sole discretion of the STATE.

(b) LICENSEE shall not cause or permit any change of any equipment installed by LICENSEE in such Premises, including power outputs or changes in the use of the frequencies described in Exhibit "B", except upon making a written request to STATE for each such transaction and the obtaining of STATE'S prior written consent thereto.

**ACCESS TO COM-  
MUNICATIONS  
SITE**

22. Only the LICENSEE, its properly qualified and authorized agents, employees, and contractors, shall have the right of ingress to and egress from the Communications Site. If communications equipment of LICENSEE is operated or maintained by anyone other than its regular employees, the admission of such persons to the Communications Site shall be permitted only upon the express consent of County and STATE and notification to County and CHP having first been obtained prior to site access.

**RIGHTS RESERVED  
BY STATE**

23. (a) Subject to approval of County, STATE reserves the right to use the Communications Site (not including the Premises) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to LICENSEE.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space on STATE'S Tower.

**RIGHTS RESERVED  
BY STATE (CONT)**

(d) STATE will have the right at any time upon giving notice thereof to re-assign or re-allocate the amount or location of licensee's premises, so long as it does not degrade transmission or reception of signal. In the event that STATE is required to re-allocate space on the Tower, Licensee shall, within sixty (60) days of receipt of notice thereof from STATE, remove or relocate its equipment in conformity with said re-allocation.

**NOTICES**

24. (a) All notices or other communications required or permitted hereunder shall be in writing with License number L- 2410 prominently displayed, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below, or sent by electronic facsimile to the telefacsimile numbers set forth below. All such notices or other communications shall be deemed received upon the earlier of (1) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (2) if mailed as provided above, on the date of receipt or rejection, or (3) if given by electronic facsimile, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a state or federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

**TO STATE:**

**DEPARTMENT OF GENERAL SERVICES**

U.S. Postal Service

Express Mail

Department of General Services  
Real Estate Services Division  
SOLD (L-2410)  
P.O. Box 989052  
West Sacramento, CA 95798-9052  
(916) 375-4025 (Public No.)  
(916) 375-4029 (Facsimile No.)

Department of General Services  
Real Estate Services Division  
SOLD (L-2410)  
707-3<sup>rd</sup> Street, Fifth Floor  
West Sacramento, CA 95605

**CALIFORNIA HIGHWAY PATROL**

California Highway Patrol  
Telecommunications Section  
Radio Systems Support Unit  
P. O. Box 942898  
Sacramento, California 94298-001  
(916) 375-2901 (Public No.)  
(916) 375-2906 (Facsimile No.)

**TO LICENSEE:**

County of Ventura  
Information Technology Services Department  
Att: Wireless Chief  
11201-D River Bank Dr.  
Ventura, CA 93004  
(805) 672-2022 (Public No.)  
(805) 659-6998 (Facsimile No.)

(b) Notice of change of address, telephone or telefacsimile number shall be given by written notice in the manner described in this Section. LICENSEE is obligated to notice all STATE offices listed above and the failure to provide notice to all STATE offices will be deemed to constitute a lack of notice.

**PROHIBITED USES**

25. LICENSEE shall not commit, suffer or permit any waste or nuisance on the Premises or on STATE property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Premises for any illegal or immoral purposes. No dumping of refuse by LICENSEE is permitted at the Premises. LICENSEE agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by County and STATE. LICENSEE agrees that it shall at all times exercise due diligence in the protection of the Premises, Communications Site and the property against damage or destruction by fire or other cause.

**HOLDING OVER &  
LICENSE RENEWAL**

26. (a) Any holding over by LICENSEE after expiration or termination shall not be considered as a renewal or extension of this License. The occupancy of the Premises after the expiration or termination of this License shall constitute a month to month tenancy, and all other terms and conditions of this License shall continue in full force and effect; except for Fees. The LICENSEE has had continuous and uninterrupted occupation of the Premises described in the "Area" Section hereof, under a reciprocal fee agreement and therefore has been charged a less than market rate of fees. During hold over, LICENSEE shall forfeit its reciprocal status and, at the STATE'S sole discretion, shall be subject to a fee increase of ten percent (10 %) of the ending fees, payable monthly in advance.

(b) STATE offers and LICENSEE accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to LICENSEE beyond the term stated above or as said term is reduced as provided herein.

**FIRE & CASUALTY  
DAMAGES**

27. STATE will not keep improvements which are constructed or installed by LICENSEE under the provisions of this License insured against fire or casualty, and LICENSEE shall make no claim of any nature against STATE by reason of any damage to the business or property of LICENSEE in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the STATE in the course of their employment.

**ACTS OF NATURE**

28. (a) If any of LICENSEE'S improvements or equipment are destroyed by acts of nature, LICENSEE may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, that occupies no more physical space and that consumes no more electrical power. LICENSEE shall immediately notify STATE of such items and the date the replacement is completed.

**HAZARDOUS  
WASTE**

29. (a) LICENSEE agrees that it shall comply with all laws, either federal, state, or local, existing during the term of this License pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

(b) In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

(c) Where the LICENSEE is found to be in breach of this Section due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

**HAZARDOUS  
WASTE (CON'T)**

(d) In the event a government order is issued naming the LICENSEE, or the LICENSEE incurs any liability during or after the term of the License, in connection with contamination which pre-existed, the LICENSEE'S obligations and occupancy under this License or which were not caused by the LICENSEE, STATE will hold harmless, indemnify, and defend the LICENSEE in connection therewith and shall be solely responsible as between LICENSEE and STATE for all efforts and expenses therefore.

**IMPROVEMENTS &  
MODIFICATIONS**

30. No changes, improvements or modifications are to be made without the prior consent and approval of the CHP. Approval by State will not constitute approval of any equipment installed or to be installed by LICENSEE and will not relieve LICENSEE of the obligation of complying with any and all terms and conditions of this License; LICENSEE shall notify the STATE thirty (30) days prior to the actual installation. LICENSEE at its sole cost and expense may, from time to time during its tenancy of the Premises:

(a) Connect such wires and equipment to lines adjoining the Premises. All work done by LICENSEE on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and shall in no way impair visibility from any other improvement or installation of the STATE or anyone claiming under it, and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

(b) Furnish, install and use in, upon, and under, and to remove from the Premises such wires, equipment and other property of whatsoever kind and nature as LICENSEE deems necessary consistent with the purpose of this License as set forth in "Use" Section hereof.

(c) Improve the Premises in a manner consistent with the purposes of this License as set forth in "Use" Section hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to impair visibility from any other improvement located on or near the Premises under control of the STATE or anyone claiming under it, and provided further that plans for the construction or enlargement of any improvement will be submitted to STATE in advance of such construction or enlargement, and will be subject to written approval by STATE.

**DISPOSITION OF  
LICENSEE'S  
IMPROVEMENTS**

31. (a) During the term of this License, all wires, equipment, and other personal property placed in, upon, or under the Premises by LICENSEE shall remain the property of LICENSEE and shall be removed by LICENSEE, at its sole cost and expense within thirty (30) days after expiration or termination of LICENSEE'S tenancy.

(b) Should LICENSEE fail to remove said equipment and personal property within thirty (30) days after expiration or termination of the License, STATE may do so at the risk of LICENSEE. Upon written demand by STATE, LICENSEE shall immediately pay all costs and expenses of the removal of LICENSEE'S personal property and equipment.

(c) LICENSEE may, however, with written consent of STATE, abandon in place any and all of LICENSEE'S equipment and personal property, whereupon, as abandoned, title to said improvements will vest in STATE.

**LICENSEE  
GUARANTEES**

32. LICENSEE hereby guarantees any and all work or services performed by LICENSEE or LICENSEE'S properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at the STATE'S facilities. Should the interruption or failure of STATE'S existing computer or building support systems occur due to, or be connected with LICENSEE'S installation and/or maintenance of LICENSEE'S equipment, all costs to repair or replace STATE'S existing systems will be the sole responsibility of LICENSEE.

**CONDITION OF  
PREMISES**

33. (a) LICENSEE accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this License, to surrender up to STATE the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of God, excepted.

(b) LICENSEE shall not call on STATE to make any repairs or improvements on the Premises and LICENSEE shall keep the same in good order and condition at its own expense.

**DEFAULT**

34. LICENSEE shall make all payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated. In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the Premises and every part thereof and to remove and store at LICENSEE'S expense all property there from and to repossess and occupy the Premises. In the event STATE terminates this License pursuant to this Section, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

**VACATING THE  
PREMISES**

35. LICENSEE shall, on the last day of said term or sooner termination of this License, peaceably and quietly leave, surrender, and yield up to STATE, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

**RECOVERY OF  
LEGAL FEES**

36. If action is brought by the STATE for the recovery of any fees due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to the STATE against LICENSEE, and if the STATE will prevail in such action. ~~the LICENSEE shall pay to the STATE such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.~~

**TAXES &  
ASSESSMENTS**

37. LICENSEE agrees to pay all lawful taxes, assessments or charges which at any time may be levied upon any interest in this License. It is understood that this License may create a possessory interest subject to property taxation and LICENSEE may be subject to the payment of property taxes levied on such interest.

**NON-  
DISCRIMINATION**

38. (a) In the performance of this License, the LICENSEE shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, or use of family care leave. LICENSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

NON-  
DISCRIMINATION  
(CONT.)

(c) LICENSEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this License by reference and made a part thereof as if set forth in full. LICENSEE shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement. Further, LICENSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (Government Code, Section 12920-12994).

(d) Remedies for willful violations:

(1) The STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which LICENSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LICENSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.

(2) The STATE will have the right to terminate this License and any loss or damage sustained by the STATE by reason thereof will be borne and paid for by the LICENSEE.

INSURANCE

39. (a) LICENSEE and all Contractors or Sub Contractors, shall furnish a certificate of insurance with the STATE'S License Number (L-2410) indicated on the face of said certificate, issued to STATE with amounts of Commercial General Liability of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and Fire Legal Liability of at least FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) naming the State of California, its officers, agents and employees as additional insured. The certificate of insurance shall be delivered to the Department of General Services at the address listed in the "Notices" Section hereof. Said certificate of insurance shall be issued by an insurance company with a rating that is acceptable to the Department of General Services, Office of Risk and Insurance Management, 707 Third Street, West Sacramento, CA 95605. STATE reserves the right to review and adjust insurance requirements as necessary during the term of this License.

(b) It is agreed that STATE will not be liable for the payment of any premiums or assessments on the insurance coverage required by this Section. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to STATE. LICENSEE and all Contractors or Sub Contractors agree that the insurance herein provided for shall be in effect at all times during the term of the License, all extensions thereof, hold-over periods or any other occupancy of the Premises by LICENSEE. In the event said insurance coverage expires at any time or times during the term of this License, LICENSEE agrees to provide STATE at least thirty (30) days following said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. In the event LICENSEE or all Contractors or Sub Contractors fail to keep in effect at all times insurance coverage as herein provided, STATE may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event.

(c) LICENSEE and all Contractors or Sub Contractors agree to provide necessary Workers Compensation Insurance for all employees of LICENSEE upon said Premises at the LICENSEE'S own cost and expense.

**INSURANCE (CONT)**

(d) If LICENSEE is self-insured, LICENSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this License. LICENSEE shall annually thereafter, on the anniversary of the date of execution of this License, provide STATE with a written acknowledgment of the continuation of its self-insured status. If, at any time after the execution of this License, LICENSEE abandons its self-insured status, LICENSEE shall immediately notify STATE of this fact. Upon abandonment of LICENSEE'S self-insurance status, LICENSEE shall be required to provide insurance coverage and certificates as outlined above.

**HOLD HARMLESS/  
INDEMNIFICATION**

40. This License is made upon the express condition that the STATE is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LICENSEE, or property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the Premises by LICENSEE, except those arising out of the negligence of the STATE. LICENSEE agrees to defend, indemnify, and save harmless the STATE from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

**LOSSES**

41. STATE will not be responsible for losses or damage to personal property, equipment or materials of LICENSEE and all losses shall be reported to STATE immediately upon discovery.

**DEBT LIABILITY  
DISCLAIMER**

42. The STATE, including but not limited to the State's General Fund or any special self insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of the LICENSEE or its heirs, successors or assigns. The STATE and its agencies, departments and divisions will not be liable for and will be held harmless by LICENSEE and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the LICENSEE, its employees, agents, servants, invitees, guests or anyone acting in concert with or on behalf of the LICENSEE. The STATE has no obligation to defend or undertake the defense on behalf of the LICENSEE or its heirs, successors or assigns. LICENSEE shall defend the State of California and its agencies, departments and divisions from any claims, actions, lawsuits, administrative proceedings or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the LICENSEE, its employees, agents, servants, invitees, guests, or anyone acting in concert with or on behalf of the LICENSEE.

**RELOCATION  
PAYMENTS**

43. In the event that STATE terminates this License pursuant to its terms, Licensee acknowledges and agrees that it has no claim against the STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq, or any regulations implementing or interpreting such sections. Licensee further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the License be terminated, and waives any such claims it may have.

**SMOKING  
RESTRICTIONS**

44. Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building.

**RECORDING**

45. LICENSEE shall not record this License or a short form memorandum thereof. Any such recordation will, at the option of STATE, constitute a non-curable default by LICENSEE hereunder.

**AUTHORITY  
TO CONTRACT**

46. (a) If LICENSEE is a public, private or non-profit corporation, each individual executing this License on behalf of said LICENSEE shall provide evidence, which is acceptable to the STATE, that he/she is duly authorized to execute and deliver this License on behalf of said LICENSEE in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this License is binding upon said Board of Directors in accordance with its terms.

(b) LICENSEE shall, concurrently with the execution of this License, deliver to the STATE at the address for the Department of General Services shown in the "Notice" Section of this License, either a copy of the board's bylaws or a certified copy of the resolution of the Board of Directors authorizing or ratifying the execution of this License.

(c) In addition prior to the execution of this License, LICENSEE shall provide STATE with a copy of LICENSEE'S current bylaws and corporate filing status as filed with the California Secretary of State.

**PARTNERSHIP  
DISCLAIMER**

47. LICENSEE its agents and employees shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained will be construed as constituting the parties herein as partners.

**CEQA**

48. Any physical changes made to the improvements on the Communications Site by Licensee or its agents pursuant to Section 30 above shall be considered categorically exempt from the California Environmental Quality Act (CEQA) as provided for in title 14, California Code of Regulations, Sections 15301, 15302 and 15303.

**BANKRUPTCY**

49. In no event shall this License or the land become an asset of LICENSEE in bankruptcy, receivership or other judicial proceedings. LICENSEE shall be in default under this License and the provisions of the "Right of Entry" Section hereof shall apply in the event of any of the following: (a) LICENSEE becomes insolvent or makes an assignment for the benefit of creditors, (b) a petition in bankruptcy is filed by or against LICENSEE, (c) a writ of execution is levied against this License or the land, (d) LICENSEE abandons or vacates or does not continuously occupy or safeguard the Premises.

**AMENDMENTS &  
MODIFICATIONS**

50. No amendment, modification, or supplement to this License shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

**MUTUAL CONSENT**

51. Notwithstanding anything herein contained to the contrary, this License may be terminated and the provisions of the License may be altered, changed, or amended by mutual consent of the parties hereto in writing.

**FORCE MAJEURE**

52. If either LICENSEE or STATE will be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this License) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Section shall excuse LICENSEE from prompt payment of any fees, taxes, insurance or any other charge required of LICENSEE, except as may be expressly provided in this License.



**WAIVER**

53. If the STATE waives the performance of any term, covenant or condition contained in this License, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by STATE to enforce any of the terms, covenants or conditions of this License for any length of time shall not be deemed to waive or decrease STATE'S right to insist thereafter upon strict performance by LICENSEE. Waiver by STATE of any term, covenant, or condition contained in this License may only be made by a written document properly signed by an authorized STATE representative.

**ANTENNA AND  
MICROWAVE  
REQUIREMENTS**

54. (a) Legal Requirements. All installations must conform with all state and national regulations and the following State and National codes or any supplements, amendments or provisions which supersede them:

- (1) American National Standards Institute: ANSI/EAI-222E  
Structural Standards for Steel Antenna Towers and Antenna Supporting Structures
- (2) Federal Aviation Administration Regulations: Vol. XI, Part 77 "Objects Affecting Navigable Airspace"; Advisory Circular "Obstruction Marking and Lighting" AC 70/7460; Advisory Circular "High Intensity Obstruction Lighting Systems" AC 150/5345-43; FAA/DOD Specifications L-856
- (3) Federal Communications Commission Rules and Regulations: OET Bulletin 65 guidelines; Code of Federal Construction, Marking and Lighting of Antenna Regulations; Title 47, Structures; Chapter I, Part 17
- (4) National Electrical Code
- (5) Occupational Safety and Health Administration: Safety and Health Standards (29 CFR 1910) General Industry, Subpart R Special Industries, 1910.268 Telecommunications, 1926.510 Subpart M Fall Prevention

(b) Emissions.. If antenna power output ("RF Emissions") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within 30 days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

ANTENNA AND  
MICROWAVE  
REQUIREMENTS  
(CONT)

(c) Radio Frequency Interference Protective Devices: The Licensee must cooperate immediately with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that Licensee's equipment is involved. If due to Licensee's use or proposed use, there exists any change to the RF environment it will be at Licensor's sole discretion to require additional protective devices based upon Licensor's evaluation.

(d) Antennas and Antenna Mounts: All mounting hardware to be utilized by Licensee is to be as specified by tower manufacturer and approved by Licensor. Connections are to be taped with stretch vinyl tape (Scotch #33-T or equivalent) and Scotchkoted or equivalent (including booted pigtailed) and must meet manufacturer's VSWR specifications. Any corroded elements must be repaired or replaced. Antennae must be DC grounded type, or have the appropriate lightning protection as determined by Licensor. No welding or drilling on mounts will be permitted. All antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensor as the standard antenna color for aesthetic uniformity.

ENTIRE  
AGREEMENT

55. This License and its exhibits constitute the entire agreement between STATE and LICENSEE. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

SECTION  
HEADINGS

56. All Section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this License.

SEVERABILITY

57. If any term, covenant, condition, or provision of this License or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this License will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

SUPERSEDEURE

58. This License supersedes and voids any prior license, license or agreement between the STATE and the LICENSEE identified in this License with regards to the Premises.

BINDING

59. The terms of this License and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

ESSENCE OF TIME

60. Time is of the essence for each and all of the provisions, covenants and conditions of this License.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK

IN WITNESS WHEREOF, this License has been executed by the parties hereto as of the date written below.

**STATE OF CALIFORNIA:**

**APPROVED:**

DIRECTOR OF DEPARTMENT OF  
GENERAL SERVICES

By: *Michael Butler*  
MICHAEL BUTLER, Assistant Chief  
Real Property Services Section

Date Executed: 10/03/08



**CONSENT BY MASTER LICENSOR:**  
COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
WILLIAM T. FUJIOKA, Chief Executive Officer

Date Signed: \_\_\_\_\_

**CONSENT BY AGENCY:**  
CALIFORNIA HIGHWAY PATROL

By: *Lisa Paolini*  
LISA PAOLINI, Chief  
Office of Administrative Services  
California Highway Patrol

Date Signed: 9-26-08

**RECOMMENDS APPROVAL:**

DEPARTMENT OF GENERAL SERVICES  
REAL ESTATE SERVICES DIVISION

By: *Beth Blair*  
BETH BLAIR, Real Estate Officer

**LICENSEE:**

COUNTY OF VENTURA

INFORMATION TECHNOLOGY  
SERVICES DEPARTMENT

By: *Richard Jackson*  
RICHARD JACKSON,  
Chief Information Officer

Date: 11/17/08

Approved as to Form:

By: *[Signature]*  
Chair of the Board of Supervisors

ATTESTS:

By: \_\_\_\_\_  
DEAN C. LOGAN, Registrar-Recorder/  
County Clerk, County of Los Angeles

**APPROVED AS TO FORM**  
RAYMOND G. FORTNER, JR., County Counsel

By: *[Signature]*  
Deputy

List of Exhibits:

EXHIBIT "A" – COMMUNICATIONS SITE

EXHIBIT "B" – PREMISES, TD-311, State Telecommunications Application, equipment list

EXHIBIT "C" – MEMORANDUM OF UNDERSTANDING BETWEEN STATE OF CALIFORNIA AND VENTURA COUNTY

EXHIBIT "D" – FEE SCHEDULE EFFECTIVE UPON TERMINATION OF MEMORANDUM OF UNDERSTANDING

EXHIBIT "A"



# ENLARGED SITE PLAN



## MEMORANDUM

EXHIBIT "B"

**Date:** October 29, 2007

**To:** Captain Marc Shaw, Commander G-20  
Telecommunications Section  
California Highway Patrol  
860 Stillwater Road  
West Sacramento, CA 95605

**From:** Department of General Services  
Telecommunications Division (916) 657-9903

**Subject:** FACILITIES REQUEST FROM VENTURA COUNTY

This memo is in response to the request from Ventura County for remote site development at Sisar Peak, Torrey Peak and Castro Peak. Ventura County had presented technical data on parameters to be used in vault and tower work that will be implemented at the above mentioned remote sites. After review of the data that has been presented, we are making the following summary of recommendations:

**Sisar Peak:**

1. Ventura County will construct a new 50 ft tower that will be able to meet CHP's future requirements.
2. A solar panel frame built by Ventura County will allow the installation of additional future solar panels.
3. The existing microwave grid dish may need to be raised if the expanded solar panel structure obstructs the microwave path.
4. Ventura County will install a pre-fabricated building that will alleviate space congestion.
5. The issue of how emergency generator power will be shared and maintained remains to be agreed upon.
6. Future operational frequencies need to be discussed to mitigate the potential of intermodulation.

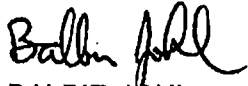
**Torrey Peak:**

1. Structural analysis of existing 80 ft tower indicates that the tower is capable of sustaining loading caused by two additional 4 ft microwave dishes and one omni directional antenna.
2. Ventura County will install a pre-fabricated building that will alleviate space congestion.
3. The issue of how emergency generator power will be shared and maintained remains to be agreed upon.
4. CHP needs to discuss with Newhall Ranch any cost issues related to the site lease.

Castro Peak:

1. Structural analysis of the existing 80 ft tower indicates that the tower is capable of sustaining loading caused by three additional 6 ft microwave dishes and two omni directional antenna.
2. Ventura County will install a pre-fabricated building that will alleviate space congestion and has requested that the CHP generator can be used to supply emergency power.
3. The issue of how emergency generator power distribution will be shared remains to be agreed upon.

In summary, Ventura County has provided the required data to implement their communication systems at Sisar, Torrey, and Castro Peaks. The issue of sharing emergency power still needs to be discussed with Ventura County. This topic will not prevent the installation of pre-fabricated vaults and associated work related to antenna towers. Also, CHP should install CHPERS Blue frequency antennas ahead of schedule so that there are no space allocation issues on the tower. If there are any additional questions, please let me know.



BALBIR JOHL  
Senior Telecommunications Engineer

BJ:cf:chpventura.memo.doc

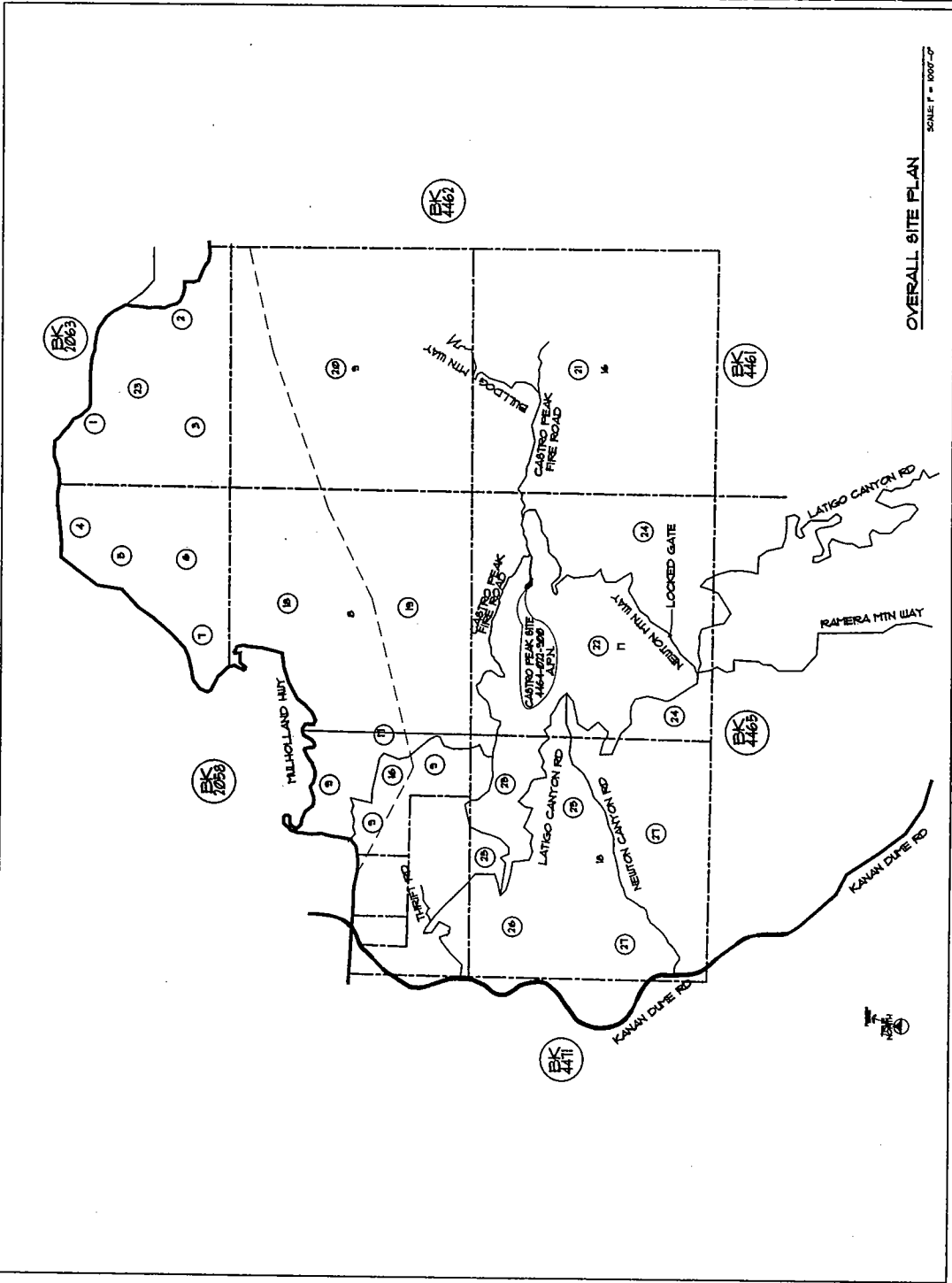
cc: Captain Carlos Marquez, Commander, California Highway Patrol  
Sue Hollis, Telecommunications Systems Manager, California Highway Patrol  
Jim Pratt, Senior Telecommunications Engineer, Microwave Unit  
Margaret Lin, Associate Telecommunications Engineer, CHP Unit  
Steve Dold, Associate Telecommunications Engineer, Microwave Unit



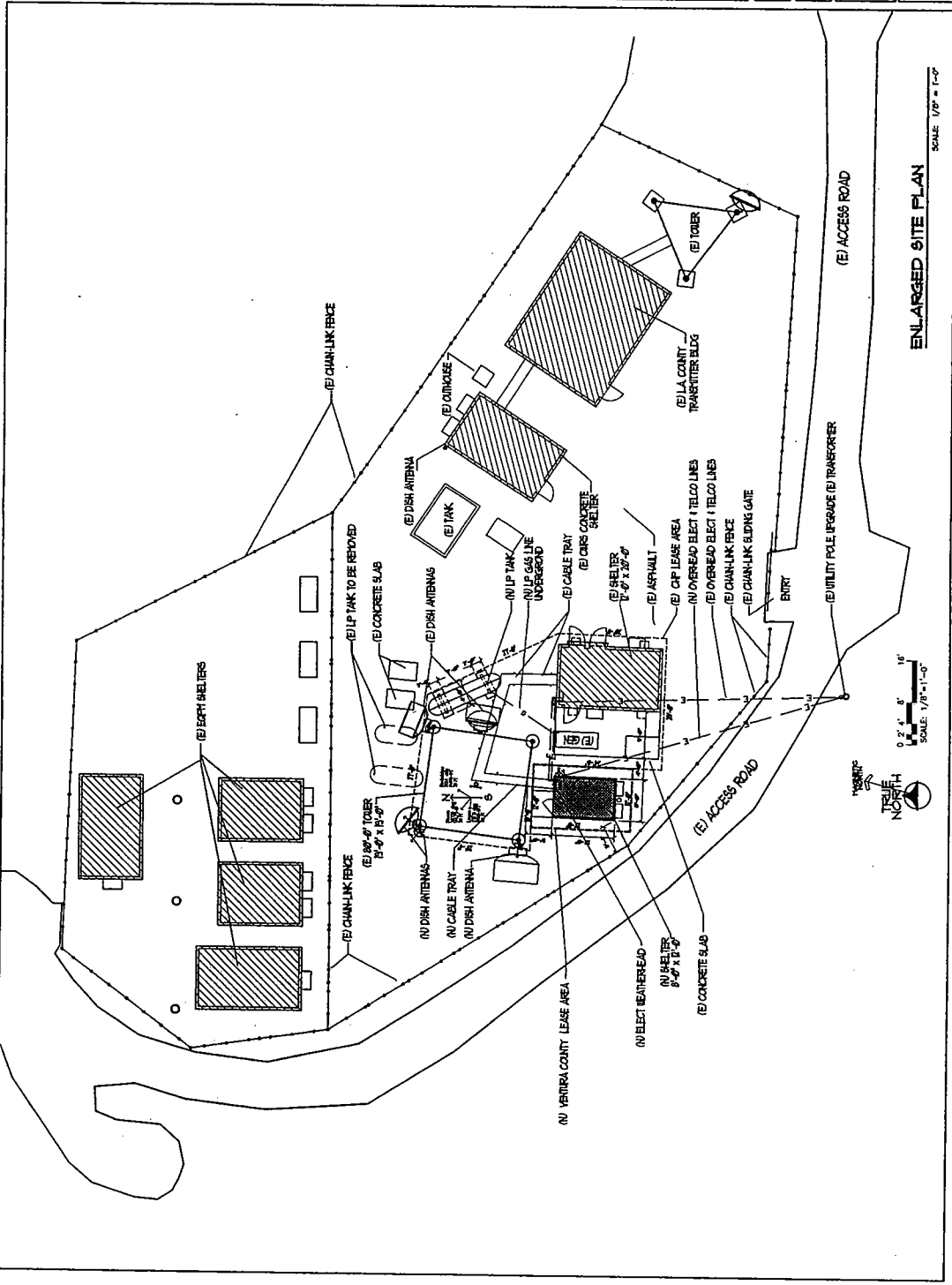


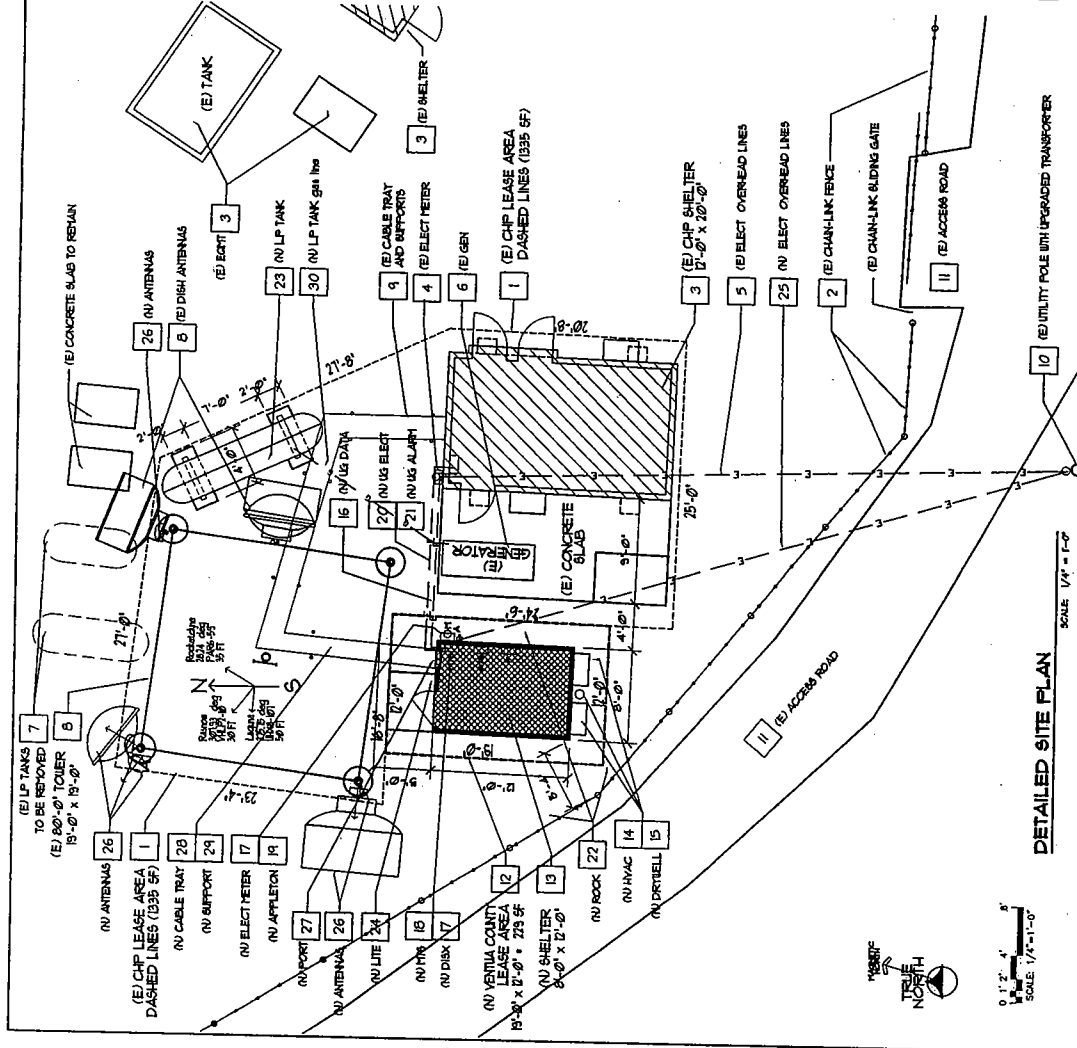


<b>CASTRO PEAK</b> COMMUNICATIONS SITE CASTRO PEAK FIRE ROAD COUNTY OF LOS ANGELES CALIFORNIA		PROJECT INFORMATION: <b>VENTURA COUNTY</b> PUBLIC WORKS AGENCY ENGINEERING SERVICES DEPARTMENT		CURRENT ISSUE DATE: <b>12/17/07</b>	ISSUED FOR: <b>CONSTRUCTION</b>	PRELIMINARY DESCRIPTION: <table border="1"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																																																																																																					PLANS PREPARED BY: <b>IDEAS</b> Architecture, Real Estate & Construction 10822 South Seaward Avenue Ventura, California 93001 FAX (805) 648-4763 PHONE (805) 653-8800	SIGNATURE BLOCKS: <table border="1"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																																																																																																					SPECIFICATION NO.: SHEET TITLE: <b>OVERALL SITE PLAN</b>	SHEET NUMBER: <b>A-1.1</b> CONST SHEET 3 OF 12



<b>CASTRO PEAK</b> COMMUNICATIONS SITE CASTRO PEAK FIRE ROAD COUNTY OF LOS ANGELES CALIFORNIA		<b>VENTURA COUNTY</b> PUBLIC WORKS AGENCY ENGINEERING SERVICES DEPARTMENT		CURRENT DATE: 12/17/07 ISSUED FOR: CONSTRUCTION		<b>IDEAS</b> Architecture, Real Estate & Construction 1082 South Seaward Avenue Ventura, California 93001 Fax: (805) 648-4763 Phone: (805) 653-5800		SHEET NO.: PROJECT NO.: DRAWING NO.: SHEET NAME:		<b>ENLARGED SITE PLAN</b> SHEET NO.: PROJECT NO.: DRAWING NO.: SHEET NAME:		<b>A-12</b> CONST SHEET 4 OF 12	
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**PLAN VIEW**  
SCALE: 1/8"=1'-0"

**EAST ELEVATION**  
SCALE: 1/8"=1'-0"

**WEST ELEVATION**  
SCALE: 1/8"=1'-0"

Callouts for East Elevation:  
1 (E) LEASE LINE  
2 (E) FENCE  
3 (E) TOWER  
4 (E) SHIELDER  
5 (E) ANTENNAS  
6 (E) LATTICE TOWER  
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**CASTRO PEAK**  
COMMUNICATIONS SITE  
CASTRO PEAK FIRE ROAD  
COUNTY OF LOS ANGELES  
CALIFORNIA

**VENTURA COUNTY**  
PUBLIC WORKS AGENCY  
ENGINEERING SERVICES  
DEPARTMENT

CURRENT ISSUE DATE:  
**12/17/07**

ISSUED FOR:  
**CONSTRUCTION**

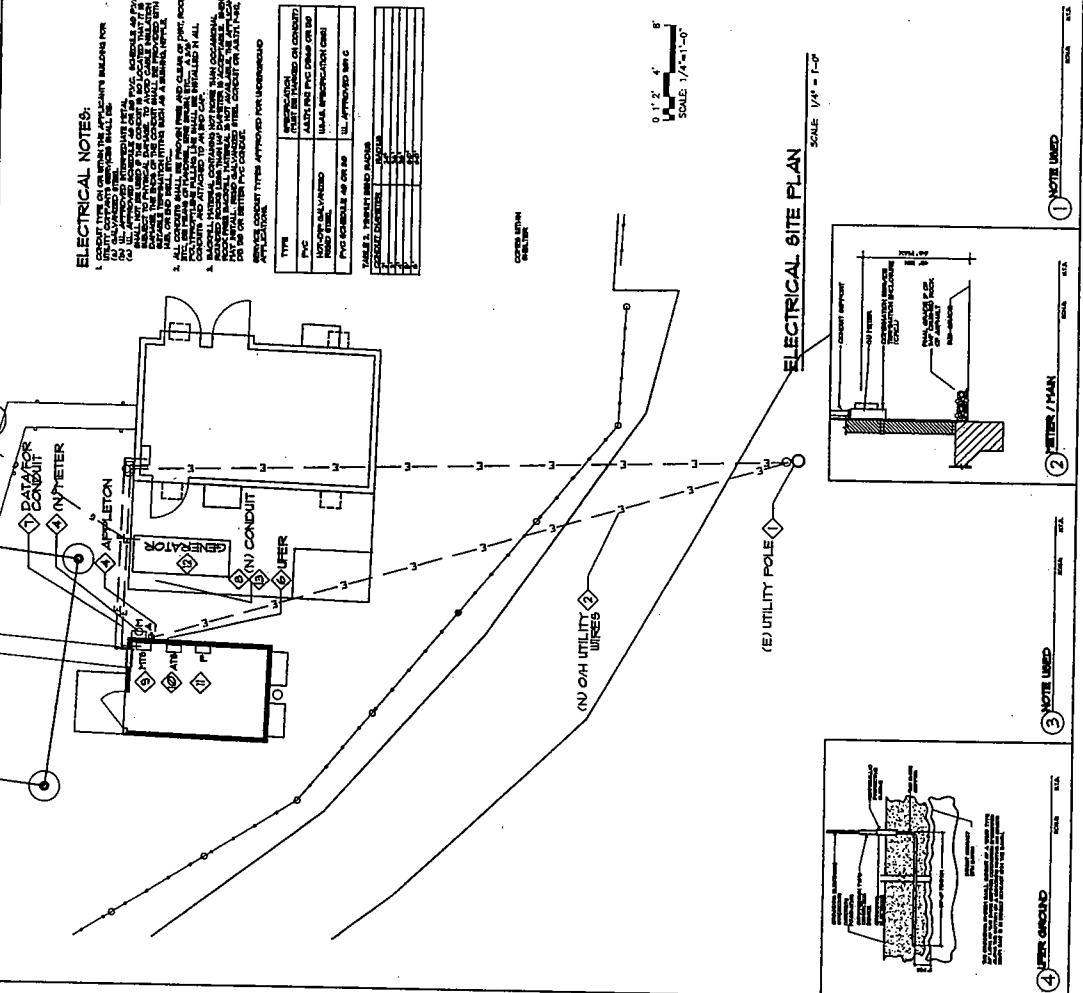
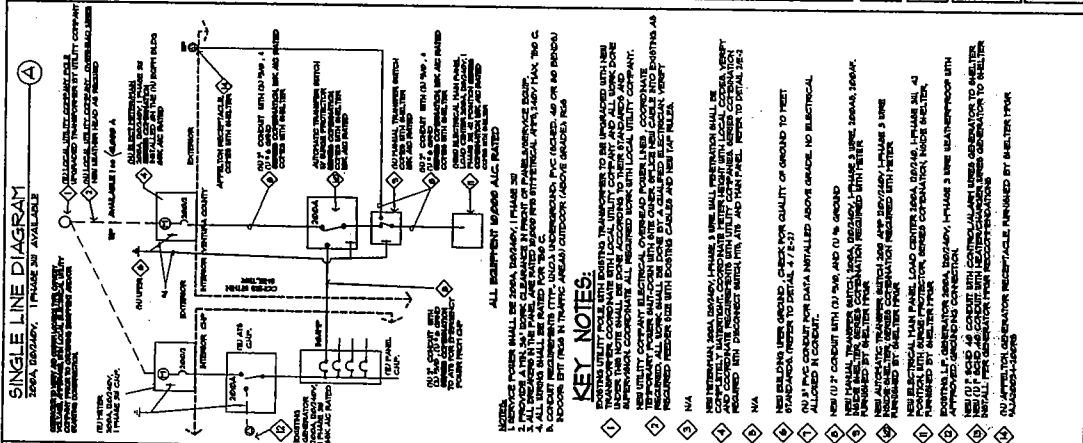
PLAN DATE: 12/17/07

**IDEAS**  
Architect: Reed Estate & Construction  
10000 S. Sepulveda Avenue  
Van Nuys, CA 91411  
(818) 848-4763  
FAX (818) 848-4763  
PHONE (818) 653-5800

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DRAWN:	
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REV. NUMBER:	
PROJECT NAME:	
PROJECT NO.:	
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SPECIFICATION NO.:	

**ELECTRICAL**  
**SITE PLAN**

SHEET 3 OF 12  
**E-2**  
CONST





**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
STATE OF CALIFORNIA AND THE COUNTY OF VENTURA**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the State of California, hereinafter referred to as "State", the County of Ventura, hereinafter referred to as "County".

**A. PURPOSE:**

The purpose of this MOU is for the State and County to further their missions by co-locating electronic communication equipment and establishing a reciprocal relationship for land use, occupancy, sharing of facilities and power sources, certain real property and personal property at three communications facilities for which State could charge the County, and which the County could charge the State associated rental fees for use of facilities and equipment or the cost of providing services at West Torrey Hill Communications Facility, Sisar Peak Communications Facility and Castro Peak Communications Facility (the "Site(s)"). The MOU is contingent upon approval of a Lessor or land owner at each Site, as evidenced by a separate Lease between each Lessor/land owner, State and County.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The State and County have complementary missions and overlapping jurisdictions to serve the public, provide essential communications, and provide for security of the equipment at their Sites. In carrying out their missions, the State and County would like to use each other's property or services for which each may charge a fee for additional parties to use facilities, equipment or services.

The State and County agree that it is mutually beneficial and in the public interest to share facilities and power sources, save administrative costs and facilitate their complementary missions. Moreover, the agreement to waive the collection of some rents and share in site management reflects the collaborative working relationship desired by the State and County.

In consideration of the above premises, the parties resolve:

**C. THE STATE SHALL FACILITATE SHARING OF RESOURCES BY  
COMMITTING TO THE FOLLOWING:**

**1. By State at State's expense, ALL 3 SITES:**

Return part of leased premises to property owner to provide space at the CHP communications site to locate a County vault.

**2. By State at State's expense at CASTRO PEAK:**

Provide to County emergency power from the output of CHP's automatic transfer switch.

Provide tower space to County.

Provide power generation from CHP-installed generator.

3. By State at State's expense at WEST TORREY PEAK:

Provide State's tower for use by County.

4. By State at State's expense at SISAR PEAK:

Allow County to move State's solar panel structure and generator for ground area to be used by Property Owner and Ventura County.

Purchase and maintain its own batteries and solar panels for backup power.

**D. THE COUNTY SHALL FACILITATE SHARING OF RESOURCES BY COMMITTING TO THE FOLLOWING:**

1. By County at County's expense, ALL 3 SITES:

Prepare and pay for County's plans, Working Drawings, construction and and federal and local fees and environmental impact documents required for proposed site changes.

Obtain State's written approval by a State-approved COM 311 application or other form of CHP- written approval as needed, prior to initial installation or replacement of radios, equipment or antennae.

Install and Maintain a separate electrical meter for County's equipment. Exception: Sisar is a solar operated site, and County/State will maintain their own solar panels.

Install interoperability conduits for mutual aid between buildings.

Move the State's equipment or facilities where required by County's approved plan.

Pick up and remove CHP equipment taken down for County's move-in (including towers and solar structure).

Construct to specifications satisfactory to the Land Owner, install, and maintain a prefabricated 8-foot x 12-foot communications shelter.

2. By County at County's expense, CASTRO PEAK:

Obtain Coastal Commission approval (accomplished 4/9/08).

Obtain Los Angeles County Building permit and OSHA clearance (accomplished x/x/08).  
Install County antennae on CHP tower per approved TD-311 Application.

Obtain emergency power from the output of CHP's automatic transfer switch.

Replace existing propane tank with a 1,000-gallon propane tank with individual controls, which specifications to be prior approved by DGS Telecomm. Maintain/fill county-installed propane tank.

**3. By County at County's expense, SISAR PEAK:**

Enter into Lease with Land Owner and submit to STATE for consent as to content prior to signature by County.

Install a 50-foot tower.

Expand and maintain the current communications site fence (volunteer assistance appreciated) per USFS approval, to include County communication facilities adjacent to State fenced area.

Remove existing CHP solar structure and add a new structure over the CHP vault, with structures fully loaded and functional, with CHP's existing solar panels.

Move the State's propane tank to its new location within the Complex per plan (necessity pending).

Purchase, install, and maintain a new generator for all users with individual controls, which specifications to be prior approved by DGS Telecomm, to be maintained by County.

Maintain its own batteries for backup power.

Move the former Forest Service vault for use as a common ventilated building for site users batteries.

**4. By County at County's expense, WEST TORREY HILL:**

Enter into Lease with Land Owner and submit to STATE for consent as to content prior to signature by County.

Submit CEQA documents as required by the Land Owner or Lessor

Place a propane tank and a generator to service County only within fence boundaries, of a size and location acceptable to STATE and Land Owner.

Place thermo bond communication shelter at a location within the compound acceptable to STATE and Land Owner.

Retain current fence line.

Contract with Utility for separate power and meter to County building.

Install County equipment on CHP tower per approved TD-311 Application.

**E. IT IS MUTUALLY RESOLVED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:**

1. SUBLEASING SPACE. Sub-leasing of communication space and/or equipment by the State or County to other entities which are not a party to this MOU will be subject to Property Owner review and applicable laws, regulations and policies. The formula for sharing of expenses will change with each additional tenant, and shall be equitably divided among all site users.
2. NON-FUND OBLIGATING DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds, or transfer of anything of value between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by authorized representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.
3. MOU Compliance. As a condition of the MOU and pursuant to the requirements of the Land Owner, County and the Land Owner have entered into a Lease for each Site (the "Lease(s)"), governing County's use, occupancy, operation, management and ownership of real property and personal constructed by County at the three Sites. County and State agree to discuss provisions of the Lease in conflict with or which would frustrate compliance with the MOU in favor of the terms of the Lease.
4. TERMINATION. Either party may terminate this MOU in whole or in part, with 180-days advance written notice, at any time before the date of expiration by written notice to the other parties. Termination of this MOU for any reason shall also constitute termination of the County's Lease with the Land Owner. Termination of the County's Lease with the Land Owner shall also constitute termination of this MOU. If County terminates its Lease with the Land Owner, County shall concurrently give notice to terminate this MOU.
5. MODIFICATION. Changes within the scope of this instrument shall be made by the issuance of a bilaterally executed modification.
6. COMMENCEMENT / EXPIRATION. The Agreement is executed as of the date of last signature and is effective through September 30, 2039 at which time it will expire unless extended.
7. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU does not restrict the State, County or the Property Owner from participating in similar activities with other public or private, County, organizations, and individuals.
8. RESPONSIBILITIES OF PARTIES: The State and the County and their respective offices will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. Each party shall

purchase and maintain its own equipment and batteries. The parties shall contribute equitably to the expense for fuel for shared power, share equitably in the expense of site maintenance, make contributions for vandalism, wear and acts of nature for shared space. Parties shall share the expense of maintaining access, telephone and electrical lines together or as part of a larger site management group as required

9. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

County of Ventura Wireless Chief 11201-D River Bank Dr. Ventura, CA 93004 Phone 805-672-2022 Fax (805) 659-6998	<u>Mailing address:</u>  County of Ventura Wireless Div L#5040 800 S.Victoria Ave. Ventura Ca, 93009-0001
County of Los Angeles Chief Executive Office Real Estate Division 222 S Hill Street, Third Floor Los Angeles, CA 90012	Telephone, Main: (213) 974-4200 Fax: (213) 217-4968
California Highway Patrol, Telecommunications Systems Mgr. Program Support Unit Telecommunications Section P. O. Box 942898 Sacramento, California 94298-0001 Main Number (916) 375-2901 Facsimile Number (916) 375-2906 830 Riverside Parkway, Suite 50 West Sacramento, CA 95605 (916) 375-2901; Fax: (916) 375-2906	Department of General Services Real Estate Services Division Lease Management, D 3539-001 707 Third Street, 5th Floor West Sacramento, CA 95605-2811 (916) 375-4171; Fax: (916) 375-4173

10. LAWS OR REGULATIONS. Nothing in this MOU obligates either party to take any action contrary to Federal and State of California, County of Ventura, laws or regulations.

11. PROPERTY OWNERSHIP. Nothing in this MOU affects the ownership or title in any lands or property.

12. TERMINATION OR EXPIRATION OF LEASE – REMOVAL OF EQUIPMENT, VAULT AND TOWER. At the Expiration or sooner Termination of Lease of the County or State, whichever Lease is the first to terminate or expire, the leaving party's structures, improvements, wiring and equipment shall remain the property of that party. The leaving party shall remove any and all equipment, wiring and improvements constructed or placed upon in or under the Site or its appurtenances at that party's sole cost upon the Expiration of the term, or within ninety (90) days after the early termination of the term. The leaving party shall provide written notice to the

remaining party at least 180 days of the Lease expiration or early termination date (the "End Date"), including the sale price for shared property the leaving party desired to abandon at the Site. The leaving party shall restore the Site and appurtenances at its sole cost to the Site's condition prior to the execution of its Lease, except however, the remaining party may purchase abandoned real property or equipment. The leaving party shall present an offering price to which the remaining party shall, within 15 days, accept in writing, or counter with any deviation from the offering price. If the parties have not agreed upon a sale price within 60 days of the leaving party's End Date, the leaving party must remove all structures, improvements, equipment and wiring, within the periods given above as applicable. If the parties do not agree, and the leaving party's equipment or real property remains on the Site, the leaving party's equipment, wiring and improvements shall be considered abandoned and shall become the property of the remaining party, and the property may be sold, destroyed, or otherwise disposed of without any liability to the remaining party. The remaining party shall invoice the leaving party the cost of said removal.

13. COMPLETION DATE. Waiver of fees for this MOU will be effective from date of last signature through **September 30, 2039**, unless extended.

*The remainder of this page has intentionally been left blank.*

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date of last signature.

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES

*James S. Martin* <sup>for</sup> 10/5/2008  
JAMES S. MARTIN, Acting Chief Date  
Real Property Services Section  
*Assistant Section Chief, R. P. S. S.*  
Consent:

CALIFORNIA HIGHWAY PATROL

*Lisa Paolini* 9/26/08  
LISA PAOLINI, Chief Date  
Office of Administrative Services

COUNTY OF VENTURA, , a political subdivision of the State of California

DEPARTMENT OF INFORMATION TECHNOLOGY

*Richard Jackson* 11/17/08  
RICHARD JACKSON, Date  
Chief Information Officer

*[Signature]* 11/4/08  
Chair, Board of Supervisors Date



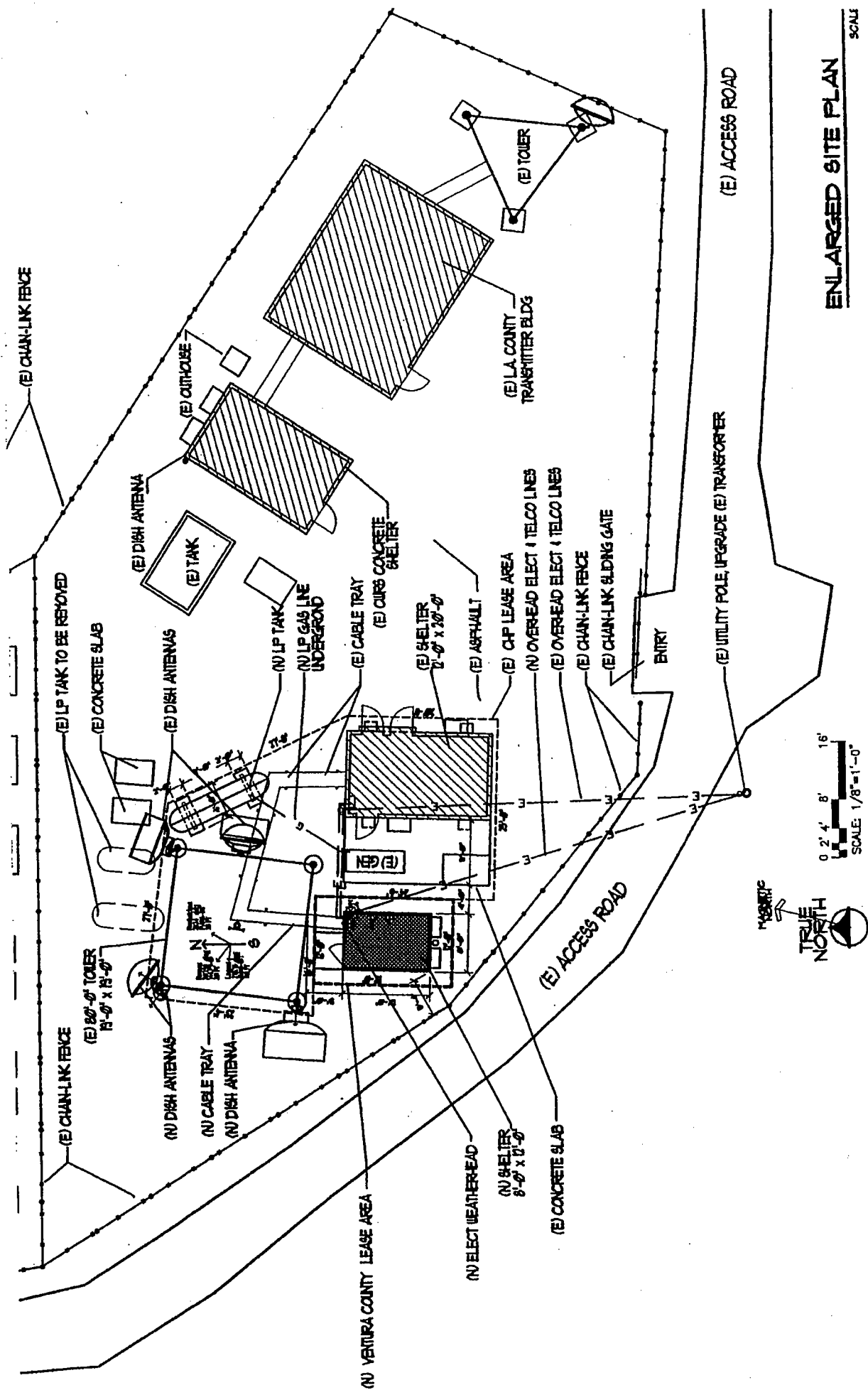




EXHIBIT "D"

FEE SCHEDULE EFFECTIVE UPON TERMINATION OF MEMORANDUM OF UNDERSTANDING

LICENSEE's payments shall display State's License number L- 2410 and shall be payable as follows:

	<u>PERIOD</u>	<u>ANNUAL PAYMENT</u>
1	September 1, 2008 to August 31, 2009	\$18,540
2	September 1, 2009 to August 31, 2010	\$19,096
3	September 1, 2010 to August 31, 2011	\$19,669
4	September 1, 2011 to August 31, 2012	\$20,259
5	September 1, 2012 to August 31, 2013	\$20,867
6	September 1, 2013 to August 31, 2014	\$21,493
7	September 1, 2014 to August 31, 2015	\$22,138
8	September 1, 2015 to August 31, 2016	\$22,802
9	September 1, 2016 to August 31, 2017	\$23,486
10	September 1, 2017 to August 17, 2018	\$23,317

(for 11.56 month period)